

City Hall
80 Broad Street
September 27, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Riegel
2. Approval of Minutes:
 - a.) September 13, 2016
3. Bids and Purchases
4. Police Department: Approval to accept the 2016 Edward Byrne Memorial grant from the U.S. Department of Justice Office of Justice Program's-Bureau of Justice Assistance (FY16 Allocation: \$21,387) for Automated License Plate Readers. The Automated License Plate Readers cost \$25,598. A match in the amount of \$4,511 will be budgeted for in 2017.
5. Fire Department: Approval to accept a SLED grant in the amount of \$70,000 for the Low Country Regional Collapse Search & Rescue Team-Charleston. Funds will be used for replacement of equipment and required training. No City match is required.
6. Office of Cultural Affairs: Approval to accept a grant from Charleston County Accommodations Tax Committee in the amount of \$10,714 for the 2017 Piccolo Spoleto Festival. No City match is required.
7. Office of Cultural Affairs: Approval to accept a grant from Charleston County Accommodations Tax Committee in the amount of \$5,275 for the 2016 Holiday Magic in Historic Charleston. No City match is required.
8. Office of Cultural Affairs: Approval to accept a grant from Charleston County Accommodations Tax Committee in the amount of \$6,107 for the 2016 MOJA Arts Festival. No City match is required.
9. Mayor's Office for Children Youth and Families: Approval to accept an Office on Violence Against Women grant in the amount of \$353,697 to enhance training and services to end abuse in Later Life Program. No City match is required.
10. Parks-Capital Projects: Approval of a CPD Forensic Lab Professional Services Contract with Stubbs Muldrow Herin Architects in the amount of \$450,250 for basic services including structural, civil, MEP, fire protection, and back-up fuel system engineering consultants in addition to architectural design, and covers all design, bidding and construction administration phases. A specialty forensic lab consulting fee is also

included. The Professional Services Contract will obligate \$450,250 of the \$6,591,000 project budget. The funding source for this project is the 2015 Installment Purchase Revenue Bond (\$6,591,000).

11. Parks-Capital Projects: Approval of a Purchase Request with Sole Source Justification for a CIAC/OWIP Agreement with SCE&G in the amount of \$52,622.86 for a high pressure gasline relocation for the Savannah Highway Fire Station (FS#11). Currently, a 10" SCE&G gasline bisects the site and its relocation would accommodate the most optimal placement of the station and should be executed before the start of construction on the building in 2017. The CIAC/OWIP will obligate \$52,622.86 of the \$8,505,131 project budget. The funding source for this project is: 2015 Installment Purchase Revenue Bond (\$8,505,131).
12. Public Service: Approval of the Forest Acres Drainage Improvement Project – Phase 1 construction contract with Gulf Stream Construction Co., Inc. in the amount of \$11,416,960.21 for the construction of Phase 1 drainage improvements in the West Oak Forest neighborhood and along Heathwood Drive. With the approval of the budget, Staff is authorized to award and/or amend contracts less than \$40,000 to the extent contingency funds exist in the Council approved budget.

13. The Committee on Human Resources: (Meeting was held on Thursday, September 15, 2016 at 4:00 p.m.)

-- Approval of the Blue Cross/Blue Shield Administrative Contract, 2017 Healthcare Budget, and Approval of Cigna Life and Disability Renewal

14. The Committee on Real Estate: (Meeting was held September 26, 2016 at 4:30 p.m., City Hall, 80 Broad Street)

- a. Request approval for the Mayor to execute the attached Lease Agreement whereby the City leases to MUSC 80 parking spaces located at Charleston RiverDogs VIP Lot. The property is owned by the City of Charleston.
- b. Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City agrees to purchase a 1,699 square foot parcel located on Nassau Street for \$75,000. [TMS#459-05-03-005; Nassau Street (south of Lee Street and west of Nassau Street)] The property is owned by Edward K. Pritchard III.
- c. Request approval for the Mayor to execute the attached Memorandum of Agreement whereby the City agrees to abandon a portion of its easement interest on Meeting and Huger Place, LLC's property. (TMS# 459-01-01-017) This property is owned by Meeting and Huger Place, LLC.
- d. Consider the following annexations:

- i.) 14 Shadowmoss Parkway (TMS# 358-07-00-007) 0.36 acre, West Ashley

(District 10). The property is owned by Paula and Chris Iannuccilli.

ii.) 7 Arcadian Park (TMS# 418-15-00-069) 0.25 acre, West Ashley (District 3). The property is owned by Kathleen and Josh Bell.

iii.) 472 Woodland Shores (TMS# 343-16-00-040) 0.30 acre, James Island (District 11). The property is owned by Rolina Homes, LLC.

iv.) 336 Folly Road (TMS# 424-05-00-029) 0.42 acre, James Island (District 11). The property is owned by George Smythe and David Smythe



COMMITTEE / COUNCIL AGENDA

3

TO: John J. Tecklenburg, Mayor
FROM: Chief Karen Brack DEPT. Fire Department
SUBJECT: REQUEST TO PURCHASE 280 BALLISTIC PLATES FOR RESPONSE PERSONNEL
REQUEST: Approval to purchase two hundred eighty ballistic plates for protection of responding fire personnel from Hardwire, LLC, 1947 Clarke Avenue, Rocomoke, MD 21851. Sole Source

COMMITTEE OF COUNCIL: Ways & Means DATE: September 27, 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

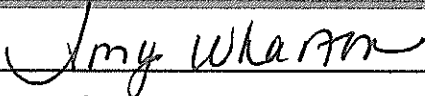
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 210000 Account #: 52008

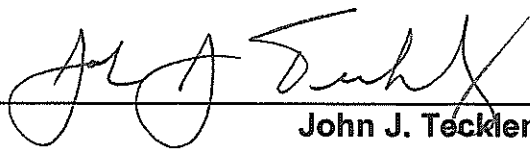
Balance in Account \$57,546.43 Amount needed for this item \$57,700.30

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: *remaining funds needed will come from other savings in accounts in the Fire Department's budget and will be included in a future budget amendment

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Fire Department

PRODUCT: Level III Ballistic Rifle Plates

REQUISITION NUMBER:

VENDOR: HARDWIRE, LLC

DATE: September 1, 2016

1. Please state the use for this/these product(s).

Ballistic protection for Fire Response Personnel during active shooter events and other calls when the chance for violence and gunfire is escalated.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

Hardwire, LLC is the only ballistic plate manufacturer that offers a 25 year warranty on NIJ Standards if purchased directly from the manufacturer (Hardwire). Other authorized distributors reduce the warranty to 10 years if purchased through other vendors for the same exact product.

4. Have you evaluated comparable products within the last two years?

 X YES or NO

If yes, please state the complete results of the evaluation.

Other products have comparable ratings, but do not offer the warranty that Hardwire offers. Others have anywhere from a 5 to 10 year warranty.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

SIGNATURE Mark Dow TITLE Deputy Chief

HARDWIRE

COMPOSITE ARMOR SYSTEMS

1947 Clarke Avenue
Pocomoke, MD 21851 USA
(410) 957-3669 Fax (410) 957-3424
www.hardwirellc.com

August 25, 2016
Quote#082516-CHS1_Update

To: Deputy Chief Mark Davis
City of Charleston
Department of Fire
Via email

Subject: Hardwire Body Armor Quotation (Standard Plate #007-015-2000) UPDATED

Dear Chief Davis:

Hardwire is pleased to offer the Charleston Dept. of Fire the following quotation for Body Armor Plates. Hardwire's Body Armor Plates are certified to NIJ standards. Spec sheets and testing reports can be provided for all plates. In addition, Hardwire offers its 25-year limited warranty. Per your request, pricing for 140 sets, totaling 280 plates (one front plate shooter's cut and one back plate standard cut per set) is provided below. Hardwire is pleased to offer discounted pricing on all of our plates in support of your department, and extend the same pricing at that provided for the Charleston Police Dept.

Part Number	Description	Unit Price	Quantity	Extended Price
007-015-2000	Hardwire Standard Plate	\$ 188	280	\$ 52,640
N/A	Shipping / Freight	\$ 540	1	\$ 540
TOTAL PRICE				\$ 53,180

Notes:

- Pricing is for 280 plates or 140 sets (One front plate and one back plate).
- Hardwire offers its 25-year limited warranty on the Standard Plates.
- Hardwire's Standard Plate measures 10"x12"x1.2" thick; weighs 4.25lbs.
- Single curvature available in Shooter's cut and Standard cut.
- Durable Black Polyurea Coating on all plates.
- Hardwire can delivery large lot orders quickly.
- 100% Made in USA.
- This quotation does not include sales tax. Tax exempt as a government entity.

ITAR Notice:

Export of these products is strictly prohibited without the export authorization by the U.S. Department of State, Directorate of Defense Trade Controls as prescribed in the International Traffic in Arms Regulations (ITAR), Title 22, CFR 120-130.

Freight

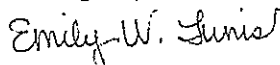
- Packaging is included in the above pricing.
- Pricing is FOB Hardwire's facility (Pocomoke City, MD); shipping charges included in pricing above.

Terms & Conditions:

- This quotation valid for 30 days from date of this letter.
- Payment terms to be Net 30 days upon Hardwire approval.
- Pricing FOB Hardwire's location in Pocomoke City, Maryland.
- This pricing is confidential and not to be shared with any third parties without Hardwire's express written permission.
- Hardwire's Standard Conditions of Sale to be included in any order.

If you have any questions, please do not hesitate to let me know. Thank you very much for your business!

Best Regards,



Emily W. Tunis
Hardwire, LLC
President & COO

COMMITTEE / COUNCIL AGENDA

4.)

TO: **John J. Tecklenburg, Mayor**

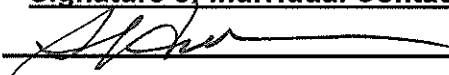

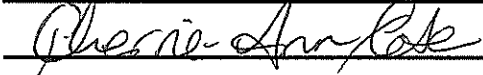
FROM: **Amy K. Wharton** DEPT. **BFRC**

SUBJECT: **POLICE DEPARTMENT-U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAM'S-BUREAU OF JUSTICE ASSISTANCE**

REQUEST: **To accept the 2016 Edward Byrne Memorial grant from OJP (FY16 Allocation: \$21,387) for Automated License Plate Readers. The Automated License Plate Readers cost \$25,598.**

COMMITTEE OF COUNCIL: **W&M** DATE: **September 27, 2016**

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

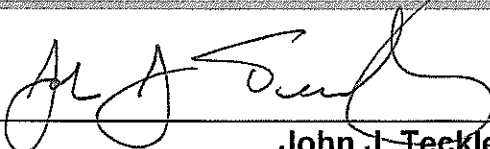
Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

A Match in the amount of \$4,511 will be budgeted for in 2017.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 8, 2016

The Honorable John J. Tecklenburg
City of Charleston
116 Meeting Street
Charleston, SC 29401-2901

Dear Mayor Tecklenburg:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$21,387 for City of Charleston.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stephen Fender, Program Manager at (202) 532-0027; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

[Signature]

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 8, 2016

The Honorable John J. Tecklenburg
City of Charleston
116 Meeting Street
Charleston, SC 29401-2901

Dear Mayor Tecklenburg:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.


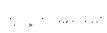

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 13																	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Charleston 116 Meeting Street Charleston, SC 29401-2901		4. AWARD NUMBER: 2016-DJ-BX-0359																			
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017																			
		6. AWARD DATE 09/08/2016		7. ACTION																	
2a. GRANTEE IRS/VENDOR NO. 576000226		8. SUPPLEMENT NUMBER 00		Initial																	
2b. GRANTEE DUNS NO. 077990786		9. PREVIOUS AWARD AMOUNT																			
3. PROJECT TITLE Expansion of Charleston Police Department ALPR Systems		10. AMOUNT OF THIS AWARD		\$ 21,387																	
		11. TOTAL AWARD		\$ 21,387																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.																					
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																					
15. METHOD OF PAYMENT GPRS																					
AGENCY APPROVAL		GRANTEE ACCEPTANCE																			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John J. Tecklenburg Mayor																			
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 																	
AGENCY USE ONLY																					
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>21387</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		21387	21. RDJUGT1270			
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT														
X	B	DJ	80	00	00		21387														

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 13

PROJECT NUMBER 2016-DJ-BX-0359

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

25. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

26. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



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27. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
31. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
32. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



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34. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

35. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
36. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



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38. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
39. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
40. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
41. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
42. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
43. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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45. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
46. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
49. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
50. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 13

PROJECT NUMBER 2016-DJ-BX-0359

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

51. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Charleston

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-DJ-BX-0359

PAGE 1 OF 1

This project is supported under FY16(BIA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Stephen Fender
(202) 532-0027

2. PROJECT DIRECTOR (Name, address & telephone number)

Ann-Marie Quinn
Grants Coordinator
180 Lockwood Drive
Charleston, SC 29403-5152
(843) 720-3782

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Expansion of Charleston Police Department ALPR Systems

5. NAME & ADDRESS OF GRANTEE

City of Charleston
116 Meeting Street
Charleston, SC 29401-2901

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 21,387

10. DATE OF AWARD

09/08/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

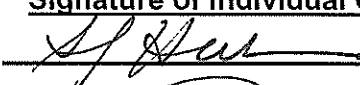

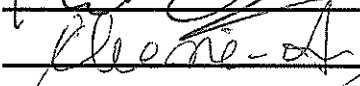
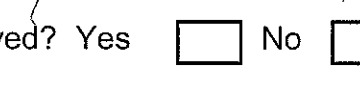
The goal of this project is to purchase equipment to expand the number of Charleston Police Department's automated license plate readers. NCA/NCF

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFR
SUBJECT: CITY OF CHARLESTON FIRE DEPARTMENT – SLED 2016 STATE HOMELAND SECURITY PROGRAM
REQUEST: To accept a SLED grant in the amount of \$70,000 for the
Low Country Regional Collapse Search & Rescue Team-Charleston
Funds will used for replacement of equipment and required training
COMMITTEE OF COUNCIL: W&M DATE: September 27, 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
City of Chs. Fire Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match required.

Mayor's Signature: 

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION

NIKKI R. HALEY
Governor



MARK A. KEEL
Chief

August 31, 2016

Captain Anothony Morley
Charleston Fire Department
1451 King Street Extension
Charleston, South Carolina 29405

RE: Fiscal Year 2016 State Homeland Security Program
Grant Number: 16SHSP28
Project Title: Lowcountry Regional Collapse Search & Rescue Team, Charleston FD
Total Amount of Award: \$70,000.00

Dear Captain Morley,

We are pleased to provide you with the original and one copy of the grant subaward approved by the South Carolina Law Enforcement Division, as the State Administrative Agency, for the Homeland Security Grant Program, in the amount of \$70,000.00. Reimbursement of subrecipient expenditures is contingent upon said expenditures matching the final approved grant application budget and program narrative (completed on the Homeland Security Electronic Grant Management System located on the Internet at <https://www.southcarolinadhs.com>). Final approval of the grant application will be sent to you in the form of a Grant Adjustment Notice authorizing reimbursements for allowable expenditures. In order to execute this subaward, it is necessary that the Official Authorized to Sign return the original grant subaward document with an original signature no later than September 16, 2016. Also, enclosed in this package are the federal award agreement articles, grant terms and conditions, audit forms, and the certification pages. The signed award and certification pages should be sent to the following address:

South Carolina Law Enforcement Division
Homeland Security Program Office
Post Office Box 21398
Columbia, South Carolina 29221-1398

As a reminder, upon execution of the subaward, the Request for Payment/Quarterly Fiscal Report is due within 30 days of the end of every calendar quarter, with documentation as required. The semi-annual Homeland Security Grant Progress Report is due not later than January 30th and July 30th, until the expiration of the grant. The Final Request for Payment/Quarterly Fiscal Report, Final Progress Report, and the Program Evaluation are due 45 days after the end of the grant period.

Sincerely,

Mark A. Keel, Chief
South Carolina Law Enforcement Division

Enclosures



An Accredited Law Enforcement Agency

P.O. Box 21398 / Columbia, South Carolina 29221-1398 / (803) 737-9000 / Fax (803) 896-7588

Instructions:

1. ***Fill in the requested information in the Acceptance of Audit Requirements form.***

NOTE: Not applicable to State Agencies whose audit is covered by the State Auditor.
The audit information required here lets the SAA know when to expect an organization-wide audit or audits covering the period of this proposed grant. The information provided should include both the audit period and the date the audit will be submitted to SLED. Please note that failure to properly complete this form will result in your grant award being delayed and/or cancelled.

2. ***Fill in the requested information in the CERTIFICATIONS FOR APPLICANT document, print it and the Acceptance of Audit Requirement, sign as indicated, and return the signed documents to SLED.***

- a. The signatures of the grant officials found on pages 3 and 4 of this certification package (Project Director, Financial Officer and Official Authorized to Sign) indicate that in acceptance of the grant, the official has read, understood and agreed to fully comply with all special conditions and the general and fiscal terms and conditions of the grant. Original signatures are required. The name, title, agency and address of each grant official must be typed or printed.
- b. The PROJECT DIRECTOR should be the person within the implementing agency who has direct involvement with the project and who has knowledge of both programmatic and fiscal matters relating to the project. As the primary contact person for the project, the Project Director should be easily accessible to the SAA and its staff. The Project Director should be bonded for no less than the total amount of the grant.
- c. The FINANCIAL OFFICER should be the person who manages the implementing agency's fiscal matters. The Financial Officer should be sufficiently skilled in the area of fiscal matters to advise the agency regarding compliance with the grant's fiscal requirements and should be bonded for no less than the total amount of the grant.
- d. The OFFICIAL AUTHORIZED TO SIGN should be the person who has the authority to commit the implementing agency's funds and also to commit the agency to the special conditions and the general and fiscal terms and conditions of the grant. The Official Authorized to Sign should be bonded for no less than the total amount of the grant.

NOTE: The Project Director, Financial Officer and Official Authorized to Sign CANNOT be the same person. Staff being funded under this grant may not be any of the above officials without SAA approval.

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Super Circular. If a compliance audit is not required, at the end of each audit period, we will submit **HS Form Aud2015** to certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

South Carolina Law Enforcement Division
Homeland Security Grants Administration
Post Office Box 21398
Columbia, South Carolina 29221-1398

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period: Beginning Jan 1st, 2017 Ending Dec 31st, 2017

2. Audit will be submitted to SLED Grants Administration by: Sep 30th, 2018
(Date)

NOTE: The audit or written certification must be submitted to SLED, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Super Circular.

Any information regarding the OMB Circular audit requirements will be furnished by SLED, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

GRANT TERMS AND CONDITIONS

GRANT NO. 16SHSP28

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Direct Recipient approval may result in the expenditures being absorbed by the Subrecipient; and, that the receipt of these grant funds through the Direct Recipient will not supplant state or local funds.

Name: Anthony Morley Title: Captain
(Please Print or Type)Agency: Charleston Fire Dept. Mailing Address: 1451 King St. Ext.Phone Number: 843-714-4697 Charleston, SC 29405Cell Number: 843-714-4697Fax Number: _____ E-Mail Address: morleya@charleston.sc.govSignature: Bonded: ☐ Yes ☒ No

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; that costs incurred prior to Direct Recipient approval may result in the expenditures being absorbed by the Subrecipient; and, that the receipt of these grant funds through the Direct Recipient will not supplant state or local funds.

Name: AMY K. WHARTON Title: CHIEF FINANCIAL OFFICER
(Please Print or Type)Agency: CITY OF CHARLESTON Mailing Address: 116 MEETING ST.Phone Number: 843-579-7596 CHARLESTON, SC 29401Fax Number: 843-200-3901 E-Mail Address: whcartona@charleston-sc.gov

Cell Number: _____

Bonded: ☒ Yes ☐ No

Signature: _____

GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. 16545P28

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN * (Administrator)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Direct Recipient approval may result in the expenditures being absorbed by the Subrecipient; and, that the receipt of these grant funds through the Direct Recipient will not supplant state or local funds.

Name: JOHN J. TECKLENBURG Title: MAYOR
(Please Print or Type)Agency: CITY OF CHARLESTON Mailing Address: 80 BROAD ST.
City/State, Zip: CHARLESTON, SC 29401Phone Number: 843 - 724 - 3739Fax Number: 843 - 720 - 8821 E-Mail Address: tecklenburgj@charleston-sc.gov

Cell Number: _____

Signature: _____ Bonded: ☒ Yes ☐ No

* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SLED APPROVAL.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF HOMELAND SECURITY
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

FY 2016 HSGP (SHSP) SUBAWARD

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 09/01/2016

Project Title (FFATA): Lowcountry Regional Collapse Search & Rescue Team, Charleston FD

Subrecipient Agency: Charleston Fire Department

Subrecipient DUNS: 077990786

Grant Period: 09/01/2016 - 08/31/2017

Date of Award: 09/01/2016

Total Amount of Award: \$70,000.00

Grant Number: 16SHSP28

In accordance with the provisions of Federal Fiscal Year 2016 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2016-SS-00061-S01.

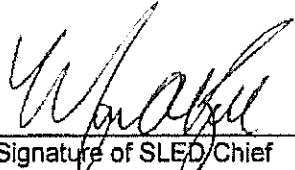
Payment of Funds: The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED **no later than September 16, 2016**. The subaward shall be effective upon return of this award document. The grant budget and program narrative are to be provided in detail via the Electronic Grant Management System (EGMS) application process. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) according to the approved application.

Conditions: I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award agreement articles (attached); the general and fiscal terms and conditions; as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

Supplantation: The Act requires that agencies provide assurance that these pass-through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign



Signature of SLED Chief

South Carolina Law Enforcement Division
Office of Homeland Security
Notification of Single Annual Audit Applicability Form

Recipients of a State Homeland Security Grant from the South Carolina Law Enforcement Division must provide, no later than 60 days after their fiscal year end, the following information:

Subgrantee _____

1. List amount of Federal expenditures from all sources for the fiscal year ended _____, 20__

2. Source/Grant# (attach additional sheets as necessary) Dollar Amount

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total	_____

3. ☐ Single Audit Not Required
(Fiscal Years beginning before 12/26/2014-total Federal expenditures this FY less than \$500,000;
Fiscal Years beginning after 12/26/2014-Total Federal expenditures this FY less than \$750,000)

4. ☐ Single Audit Required (Total Federal Expenditures at least \$500,000)
(Fiscal Years beginning before 12/26/14-total Federal expenditures this FY \$500,000 or more;
Fiscal Years beginning after 12/26/2014-Total Federal expenditures this FY \$750,000 or more)

If a Single Audit is required, the subrecipient must have it conducted in accordance with the Single Audit Act, OMB Requirements in 2 CFR Part 200 Subpart F, and Generally Accepted Government Auditing Standards for the fiscal year noted above. The Single Audit Reporting Package and Data Collection Form (Form SF-SAC) must be submitted to the Federal Audit Clearinghouse (<http://harvester.census.gov/sac/>) and the Single Audit to the South Carolina State Law Enforcement Division within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the audit period.

5. Contact person responsible for audit arrangement _____

6. Certification by Chief Administrative Official (i.e., City Manager, County Administrator, etc.) I certify that the amounts shown on this report accurately reflect the federal funds expended by us for the fiscal year indicated above.

Signature _____ Date _____

Title _____

Please return to:

South Carolina Law Enforcement Division
Office of Homeland Security
Post Office Box 21398
Columbia, South Carolina 29221-1398

HS Form Aud2015

GRANT TERMS AND CONDITIONS

1. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
2. **Applicable Federal Regulations:** The subrecipient must comply with the Office of Management and Budget's (OMB) "Super Circular", recipient Title 2, Part 200 of the Code of Federal Regulations (C.F.R), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular" or "Omni Circular").
3. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Super Circular referenced above.
4. **Audit Requirements:** The subrecipient agrees to comply with the requirements of the OMB Super Circular. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by SLED and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Super Circular. Whether or not a compliance audit is required, subrecipients must provide, no later than 60 days after the end of their fiscal year, notification of the applicability of the single annual audit (on HS Form Aud2015). The subrecipient agrees to accept these requirements by signing the Grant Terms and Conditions certification section of this application.
5. **Equal Employment Opportunity:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Federal Emergency Management Agency Non-discrimination Regulations 44 CFR Part 7, Subpart A. The subrecipient must therefore ensure it has a current Equal Employment Opportunity Program (EEOP). The Subrecipient further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Subrecipient assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to SLED.
6. **Civil Rights Compliance and Notification of Findings:** The subrecipient will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Non-Discrimination Regulations, 44 CFR Part 7, and Department of Homeland Security's regulations on disability discrimination, 44 CFR Part 16. In the event a Federal or State court, Federal or State administrative agency, or the Subrecipient or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Subrecipient or Contractor will forward a copy of the findings to SLED who will, in turn, submit the findings to the Department of Homeland Security.
7. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:
 - a. Advice: No official or employee of a state or unit of local government or of non-government recipients/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest. The recipient of pass-through entity must disclose to the pass-through entity and to FEMA, in writing, any real or potential conflict of interest as defined by Federal, state, local, or tribal statutes or regulations.

GRANT TERMS AND CONDITIONS

b. Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental recipients/subrecipients shall avoid any action which might result in, or create the appearance of the following:

- 1) Using his or her official position for private gain;
 - 2) Giving preferential treatment to any person;
 - 3) Losing complete independence or impartiality;
 - 4) Making an official decision outside official channels; and/or
 - 5) Adversely affecting the confidence of the public in the integrity of the government or the program.
8. Bonding: It is strongly recommended that all officials identified on this grant that have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.
9. Non-Supplanting Agreement: The subrecipient shall not use pass-through entity funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
10. Project Implementation: The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.
11. Written Approval of Changes: Any mutually agreed upon changes to this subgrant must be approved, in writing, by SLED prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
12. Contract Approval Requirements: The Subrecipient must receive approval of all contract agreements for services and products from SLED prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to SLED prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individuals and consulting firms) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.
13. Individual Consultants: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.
14. Dual Employment Compensation: Dual employment compensation must be approved by SLED prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to SLED.
15. Sole Source Procurement: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of SLED.
16. Bidding Requirements: The subrecipient must comply with proper competitive bidding procedures as required by the OMB Super Circular, as applicable. On any items, including those bid in the aggregate, whose total cost is less than \$10,000, the bids do not have to be submitted to the SLED for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$10,000 or

GRANT TERMS AND CONDITIONS

more, must be submitted to SLED, if requested.

17. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes must be submitted with the application which provides mileage and per diem rates not to exceed state regulated rates.
18. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by SLED. No obligations are allowed after the end of the grant performance period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant performance period.
19. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
20. **Recording and Documentation of Receipts and Expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
21. **Financial Responsibility:** The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) The accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
22. **Reports:** The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as SLED may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.
23. **Program Income:** All program income generated by this grant during the project must be reported to SLED quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the Pass-through Entity participation in the program. The use or planned use of all program income must have prior written approval from SLED. **NOTE:** Income from royalties and license fees for copyrighted materials, inventions, and patents is now included in the definition of program income.

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24. **Retention of Records:** Records for non-expendable property purchased totally or partially with pass-through entity funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.
25. **Property Control:** Effective control and accountability must be maintained for all grant funded property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property.
 - a. **Title:** Subject to the obligations and conditions set forth in the Super Circular, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subrecipient. However, this title is conditional, meaning that the title is conditioned on the recipient or subrecipient complying with the management, and disposition requirements in the Super Circular, and intended use in accord with the application accepted by the pass-through entity (SLED). Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
 - b. **Property Control Record Form:** At the time the final request for payment is submitted, the subrecipient must file with SLED a copy of the Property Control Record Form (provided by SLED) listing all such property acquired with grant funds. The subrecipient agrees to be subject to a biennial audit by SLED and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
 - c. **Use and Disposition:** SLED retains an interest in grant-funded real property until it is disposed of. Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipient shall request, in writing, disposition instructions from SLED prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to SLED immediately.
 - d. The pass-through entity (SLED) retains an interest in any unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the program (i.e. program terminated and / or determined to be complete according to SLED). The subrecipient must compensate the pass-through entity (& the pass through entity must compensate FEMA) for its share of the supplies in compliance with 2 C.F.R. section 200.313 & 200.314. As long as SLED or FEMA retains an interest in the supplies, the subrecipient must not use the supplies to provide services to other organizations for a fee that is less than private companies charge for equivalent services.
26. **Performance:** This grant may be terminated or fund payments discontinued by SLED where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by SLED. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from SLED, the subrecipient shall reimburse SLED the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse SLED for payments made.
27. **Deobligation of Grant Funds:** All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by SLED.
28. **Project Evaluation Report:** The formal evaluation report must be received by SLED no later than 45 days after the end of the grant period.
29. **Copyright:** Except as otherwise provided in the terms and conditions of this grant, the subrecipient or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SLED) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SLED purposes:
 - a. the copyright in any work developed under this grant or through a contract under this grant; and,
 - b. any rights of copyright to which a subrecipient or subcontractor purchases ownership with grant support.

GRANT TERMS AND CONDITIONS

The federal government's rights and/or SLED's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. Cash Depositories: Subrecipients are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.
31. Furniture Purchase Requirements (For State Agencies Only): Furniture funded by the grant should be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subrecipient may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subrecipient receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items. Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The subrecipient should contact a customer services representative at PI at 1-800-922-8121.
32. Americans with Disabilities Act of 1990 (ADA): The subrecipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
33. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subrecipients, contractors, subcontractors, assignees or successors.
34. Utilization of Minority Businesses: Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
35. Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the subrecipient under this grant (which SLED requests to be kept confidential) shall not be made available to any individual or organization by the subrecipient without prior written approval of SLED.
36. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
37. Debarment Certification: With the signing of the grant application, the subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Lobbying, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
38. Drug-Free Workplace Certification: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency subrecipients that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act requires certification by all subrecipients receiving \$50,000 or more. The certification is a material representation of fact upon which reliance will be placed when SLED determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
39. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:

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- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and,
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

40. **Publications:** The subrecipient agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Grant #_____, (refer to the Grant Award for the Federal Grant Number which can be found immediately after the CFDA No.) awarded by the subrecipient agency through the South Carolina Law Enforcement Division. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and/or SLED."

The subrecipient also agrees that one copy of any such publication will be submitted to SLED to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. SLED may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

41. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
42. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by SLED Guidelines or "Special Conditions" placed on the grant award.
43. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by SLED. Failure to comply could result in a "Stop Payment" being placed on the grant.
44. **Suspension or Termination of Funding:** SLED may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued thereunder, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
 - d. Failure to submit reports.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown.
43. **Space:** The total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the subrecipient regarding current market costs for office space in the same locale should be made available upon request by the SFA or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the subrecipient or if the subrecipient has a

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substantial financial interest in the property. On the Budget Narrative page, provide the total square footage covered by the lease agreement, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot. A copy of the signed lease agreement must be submitted to the SFA before reimbursement is made for office space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot participate in mortgage payments, as this is unallowable.

44. **Insurance coverage:** The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the subrecipient. Federally-owned property need not be insured unless required by the special terms and conditions of the grant in accord with Federal grant terms & conditions provided to SLED.

GRANT TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SLED) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

GRANT TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. DRUG-FREE WORKPLACE REQUIREMENT

A. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) -- APPLICABLE TO RECIPIENTS RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT. As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for recipients -- The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The recipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS) -- APPLICABLE TO RECIPIENTS RECEIVING \$50,000 OR MORE. As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for recipients:

- (1) As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

AWARD ARTICLES for the 2016 Homeland Security Grant Program

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Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article III - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IV - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175 175c

Article V - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XI, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article VIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article X - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XI - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XIV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XV - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXIII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXVIII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXX - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXI - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Article XXXII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXIV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination

includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXV - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVI - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/ FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XL - Summary Description of Award

The purpose of the FY 2016 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

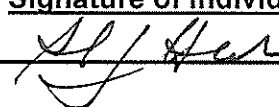
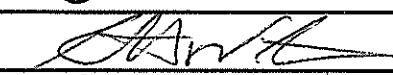
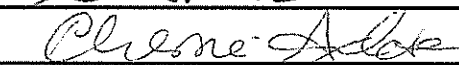
COMMITTEE / COUNCIL AGENDA

6-)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY 2017 ACCOMMODATIONS FUNDING
REQUEST: To accept a grant from Charleston County Accommodation Tax Committee in the amount of \$10,714 for the 2017 Piccolo Spoleto Festival

COMMITTEE OF COUNCIL: W&M DATE: September 27, 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

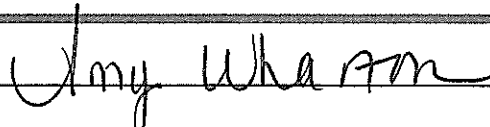
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

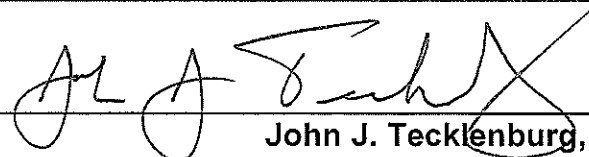
NEED: Identify any critical time constraint(s).

CFO's Signature: 

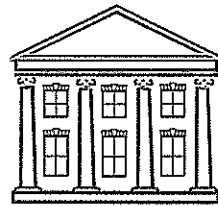
FISCAL IMPACT:

No City match required

Mayor's Signature:


John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



CHARLESTON
COUNTY
SOUTH CAROLINA

BUDGET DEPARTMENT

Mack Gile
Director

843.958.4640
1.800.524.7832
Fax: 843.958.4645
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

July 19, 2016

City of Charleston Office of Cultural Affairs
(2017 Piccolo Spoleto Festival)
Mr. Scott Watson, Director, Office of Cultural Affairs
75 Calhoun Street, Suite 3800
Charleston, SC 29401

Dear Mr. Watson;

Congratulations! On July 14, 2016, Charleston County Council gave final approval to its Fiscal Year (FY) 2017 Local Accommodations tax funding. The appropriation awarded to your organization is in the amount of \$10,714.00.

Please **complete and sign the attached contract**. You will need to complete Exhibit A with your latest funding award information. Funds will not be disbursed until you have signed two witness signatures and returned the completed contract with the necessary exhibit to the Budget Department.

Please note that we anticipate that there will be another opportunity for you apply for accommodations tax funding in FY18. Further information will become available as the March 1, 2017 application deadline for FY18 approaches.

If you have any questions regarding the contents of this letter or the attached funding form, please contact Gail Marion at gmarion@charlestoncounty.org.

Sincerely,

Mack Gile
Budget Director

Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **AGREEMENT**

THIS AGREEMENT (the "Agreement") entered into this 1st day of July, 2016, between COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter "County"), and City of Charleston (hereinafter "Agency"), (collectively the "Parties").

WHEREAS, Charleston County Council has appropriated monies to be contributed during Fiscal Year 2016-2017 for various public purposes, and such appropriation includes monies to be paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2016, through June 30, 2017, and to return any portion of said monies not expended for the agreed upon public purpose to County on or before July 1, 2017.

2. Agency agrees to notify the County immediately of:

(a) Any material change in the Agency's financial condition in the course of the year, and

(b) Any proposed material change in the intended expenditure of the monies.

3. The County agrees to pay the Agency during Fiscal Year 2016-2017, without the necessity for invoicing, the monies appropriated by the County by making a payment of 10,714.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.

4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the County, to review the financial records and transactions of the Agency.

5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

6. Nothing in this Agreement is intended to, or shall be deemed to, constitute an agent or an agency of the County. No representation will be made by Agency that would create an apparent agency, and Agency shall have no power to act for the County in any manner or to create debts or obligations that would be binding upon the County; and the County shall not be responsible for any obligations or expenses of Agency. The County shall not be responsible for any acts or omissions of Agency, or any of its agents, servants or employees, and nothing in this Agreement shall be in any way construed to constitute Agency or any of its agents or employees as the agent, employee or representative of the County.

7. Agency shall indemnify County against all liability or loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this Agreement or its conditions, or based upon any violation of any federal/state or local statute, ordinance, building code or regulation, and the defense of any such claims or actions. Agency shall also indemnify the County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Agency's employees. This indemnification shall be to the extent possible under South Carolina law.

8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information and/or gender identify while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency's specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto.

12. It is mutually understood and agreed by and between the Parties hereto that this Agreement shall be governed by the laws of the State of South Carolina, both as to interpretation and performance.

13. Should any part of this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

COUNTY OF CHARLESTON

Print Name: _____
Date: _____

Keith Bustraan
County Administrator

Print Name: _____
Date: _____

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

Agency: _____

Print Name: _____
Date: _____

Print Name: _____
Title: _____

Print Name: _____
Date: _____

EXHIBIT A

OPERATING	FY17 Award	Interim Report <small>(due 2/15/2017)</small>	Final Report <small>(due 8/15/2017)</small>
A. Advertising or promotion related to tourism development <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Television <input type="checkbox"/> Radio <input type="checkbox"/> Newspapers County) <input type="checkbox"/> Websites <input type="checkbox"/> Magazines <input type="checkbox"/> Other (specify </div> <div style="width: 45%;"> <input type="checkbox"/> Rack Cards <input type="checkbox"/> Billboards <input type="checkbox"/> Mailings (Out of <input type="checkbox"/> Visitor's Guide </div> </div>			
B. Maintenance or operation of tourist-related building or facility (specify)			
CAPITAL			
C. Construction of tourist-related building or facility (specify) Construction Period From: To:			
D. Beach renourishment Construction Period From: To:			
TOTAL			

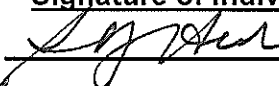
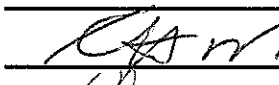
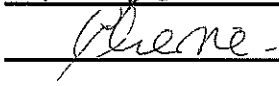
COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY 2017 ACCOMMODATIONS FUNDING
REQUEST: To accept a grant from Charleston County Accommodation Tax
Committee in the amount of \$5,275 for the 2016 Holiday Magic
in Historic Charleston

COMMITTEE OF COUNCIL: W&M DATE: September 27, 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

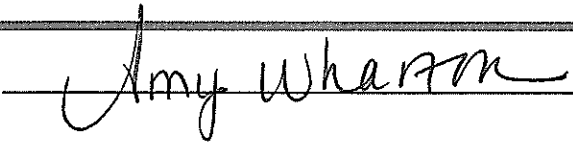
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

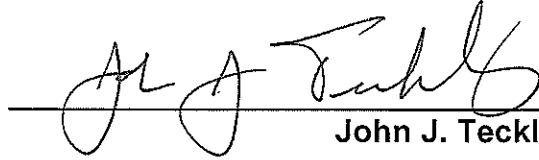
Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

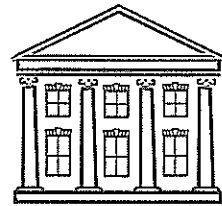
NEED: Identify any critical time constraint(s).

CFO's Signature: 
FISCAL IMPACT:

No city match required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



CHARLESTON
COUNTY
SOUTH CAROLINA

BUDGET DEPARTMENT

Mack Gile
Director

843.958.4640
1.800.524.7832
Fax: 843.958.4645
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

July 19, 2016

City of Charleston Office of Cultural Affairs
(2016 Holiday Magic in Historic Charleston)
Mr. Scott Watson, Director, Office of Cultural Affairs
75 Calhoun Street, Suite 3800
Charleston, SC 29401

Dear Mr. Watson;

Congratulations! On July 14, 2016, Charleston County Council gave final approval to its Fiscal Year (FY) 2017 Local Accommodations tax funding. The appropriation awarded to your organization is in the amount of \$5,275.00.

Please **complete and sign the attached contract**. You will need to complete Exhibit A with your latest funding award information. Funds will not be disbursed until you have signed two witness signatures and returned the completed contract with the necessary exhibit to the Budget Department.

Please note that we anticipate that there will be another opportunity for you apply for accommodations tax funding in FY18. Further information will become available as the March 1, 2017 application deadline for FY18 approaches.

If you have any questions regarding the contents of this letter or the attached funding form, please contact Gail Marion at gmarion@charlestoncounty.org.

Sincerely,

Mack Gile
Budget Director

Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **AGREEMENT**

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WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2016, through June 30, 2017, and to return any portion of said monies not expended for the agreed upon public purpose to County on or before July 1, 2017.

2. Agency agrees to notify the County immediately of:

- (a) Any material change in the Agency's financial condition in the course of the year, and
- (b) Any proposed material change in the intended expenditure of the monies.

3. The County agrees to pay the Agency during Fiscal Year 2016-2017, without the necessity for invoicing, the monies appropriated by the County by making a payment of \$5,275.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.

4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the County, to review the financial records and transactions of the Agency.

5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

6. Nothing in this Agreement is intended to, or shall be deemed to, constitute an agent or an agency of the County. No representation will be made by Agency that would create an apparent agency, and Agency shall have no power to act for the County in any manner or to create debts or obligations that would be binding upon the County; and the County shall not be responsible for any obligations or expenses of Agency. The County shall not be responsible for any acts or omissions of Agency, or any of its agents, servants or employees, and nothing in this Agreement shall be in any way construed to constitute Agency or any of its agents or employees as the agent, employee or representative of the County.

7. Agency shall indemnify County against all liability or loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this Agreement or its conditions, or based upon any violation of any federal/state or local statute, ordinance, building code or regulation, and the defense of any such claims or actions. Agency shall also indemnify the County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Agency's employees. This indemnification shall be to the extent possible under South Carolina law.

8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information and/or gender identify while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency's specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto.

12. It is mutually understood and agreed by and between the Parties hereto that this Agreement shall be governed by the laws of the State of South Carolina, both as to interpretation and performance.

13. Should any part of this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

COUNTY OF CHARLESTON

Print Name: _____
Date: _____

Keith Bustraan
County Administrator

Print Name: _____
Date: _____

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

Agency: _____

Print Name: _____
Date: _____

Print Name: _____
Title: _____

Print Name: _____
Date: _____

EXHIBIT A

OPERATING	FY17 Award	Interim Report <small>(due 2/15/2017)</small>	Final Report <small>(due 8/15/2017)</small>
A. Advertising or promotion related to tourism development <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Television <input type="checkbox"/> Radio <input type="checkbox"/> Newspapers County) <input type="checkbox"/> Websites <input type="checkbox"/> Magazines <input type="checkbox"/> Other (specify </div> <div style="width: 45%;"> <input type="checkbox"/> Rack Cards <input type="checkbox"/> Billboards <input type="checkbox"/> Mailings (Out of <input type="checkbox"/> Visitor's Guide </div> </div>			
B. Maintenance or operation of tourist-related building or facility (specify)			
CAPITAL			
C. Construction of tourist-related building or facility (specify) Construction Period From: To:			
D. Beach renourishment Construction Period From: To:			
TOTAL			

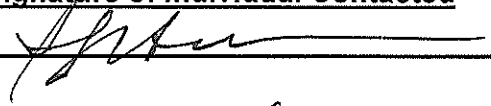
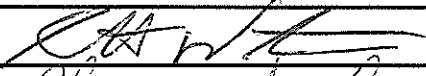
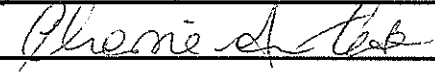
COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY 2017 ACCOMMODATIONS FUNDING
REQUEST: To accept a grant from Charleston County Accommodation Tax
Committee in the amount of \$6,107 for the 2016 MOJA Arts Festival

COMMITTEE OF COUNCIL: W&M DATE: September 27, 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

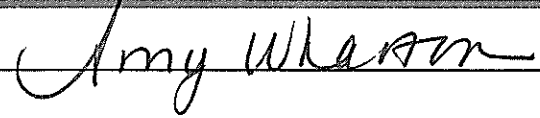
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

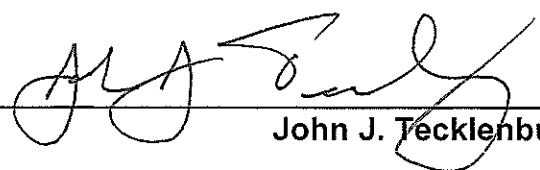
Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

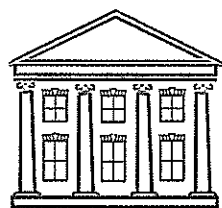
NEED: Identify any critical time constraint(s).

CFO's Signature: 
FISCAL IMPACT:

No city match required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



CHARLESTON
COUNTY
SOUTH CAROLINA

BUDGET DEPARTMENT

Mack Gile
Director

843.958.4640
1.800.524.7832
Fax: 843.958.4645
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

July 19, 2016

City of Charleston Office of Cultural Affairs
(2016 MOJA Arts Festival)
Mr. Scott Watson, Director, Office of Cultural Affairs
75 Calhoun Street, Suite 3800
Charleston, SC 29401

Dear Mr. Watson;

Congratulations! On July 14, 2016, Charleston County Council gave final approval to its Fiscal Year (FY) 2017 Local Accommodations tax funding. The appropriation awarded to your organization is in the amount of \$6,107.00.

Please **complete and sign the attached contract**. You will need to complete Exhibit A with your latest funding award information. Funds will not be disbursed until you have signed two witness signatures and returned the completed contract with the necessary exhibit to the Budget Department.

Please note that we anticipate that there will be another opportunity for you apply for accommodations tax funding in FY18. Further information will become available as the March 1, 2017 application deadline for FY18 approaches.

If you have any questions regarding the contents of this letter or the attached funding form, please contact Gail Marion at gmarion@charlestoncounty.org.

Sincerely,

Mack Gile
Budget Director

Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **AGREEMENT**

THIS AGREEMENT (the "Agreement") entered into this 1st day of July , 2016, between COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter "County"), and City of Charleston (hereinafter "Agency"), (collectively the "Parties").

WHEREAS, Charleston County Council has appropriated monies to be contributed during Fiscal Year 2016-2017 for various public purposes, and such appropriation includes monies to be paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2016, through June 30, 2017, and to return any portion of said monies not expended for the agreed upon public purpose to County on or before July 1, 2017.

2. Agency agrees to notify the County immediately of:

- (a) Any material change in the Agency's financial condition in the course of the year, and
- (b) Any proposed material change in the intended expenditure of the monies.

3. The County agrees to pay the Agency during Fiscal Year 2016-2017, without the necessity for invoicing, the monies appropriated by the County by making a payment of \$6,107.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.

4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the County, to review the financial records and transactions of the Agency.

5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

6. Nothing in this Agreement is intended to, or shall be deemed to, constitute an agent or an agency of the County. No representation will be made by Agency that would create an apparent agency, and Agency shall have no power to act for the County in any manner or to create debts or obligations that would be binding upon the County; and the County shall not be responsible for any obligations or expenses of Agency. The County shall not be responsible for any acts or omissions of Agency, or any of its agents, servants or employees, and nothing in this Agreement shall be in any way construed to constitute Agency or any of its agents or employees as the agent, employee or representative of the County.

7. Agency shall indemnify County against all liability or loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this Agreement or its conditions, or based upon any violation of any federal/state or local statute, ordinance, building code or regulation, and the defense of any such claims or actions. Agency shall also indemnify the County against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Agency's employees. This indemnification shall be to the extent possible under South Carolina law.

8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information and/or gender identify while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency's specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto.

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13. Should any part of this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

COUNTY OF CHARLESTON

Print Name: _____
Date: _____

Keith Bustraan
County Administrator

Print Name: _____
Date: _____

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

Agency: _____

Print Name: _____
Date: _____

Print Name: _____
Title: _____

Print Name: _____
Date: _____

EXHIBIT A

OPERATING	FY17 Award	Interim Report <small>(due 2/15/2017)</small>	Final Report <small>(due 8/15/2017)</small>
A. Advertising or promotion related to tourism development <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Television <input type="checkbox"/> Radio <input type="checkbox"/> Newspapers County) <input type="checkbox"/> Websites <input type="checkbox"/> Magazines <input type="checkbox"/> Other (specify </div> <div style="width: 45%;"> <input type="checkbox"/> Rack Cards <input type="checkbox"/> Billboards <input type="checkbox"/> Mailings (Out of <input type="checkbox"/> Visitor's Guide </div> </div>			
B. Maintenance or operation of tourist-related building or facility (specify)			
CAPITAL			
C. Construction of tourist-related building or facility (specify) Construction Period From: To:			
D. Beach renourishment Construction Period From: To:			
TOTAL			

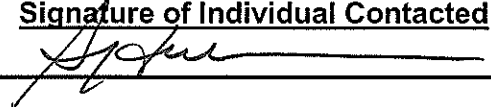
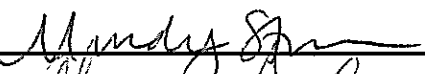

COMMITTEE / COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: MAYORS OFFICE FOR CHILDREN YOUTH & FAMILIES-U.S. DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST WOMEN
REQUEST: To accept an OVW grant in the amount of \$353,697 to enhance Training and Services to End Abuse in Later Life Program

COMMITTEE OF COUNCIL: W&M DATE: September 27, 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Director-MOCYF	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

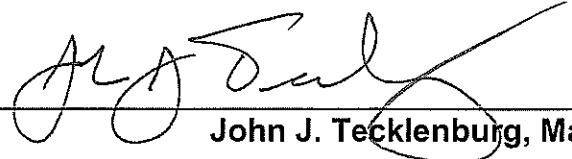
Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:
No City Match Required

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



U.S. Department of Justice
Office on Violence Against Women

September 15, 2016

Washington, D.C. 20531

The Honorable John J. Tecklenburg
City of Charleston
116 Meeting Street
Charleston, SC 29401-2901

Dear Mayor Tecklenburg:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Enhanced Training and Services to End Abuse in Later Life Program in the amount of \$353,697 for City of Charleston. This cooperative agreement is awarded to assist your community in its efforts to increase and strengthen training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of abuse, neglect, exploitation, domestic violence, and sexual assault against older individuals; provide or enhance services for older victims; create or support multidisciplinary collaborative community responses to older victims; and conduct cross-training for victim service organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations serving older victims.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Janice Green at (202) 616-6728. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov. For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Bea Hanson", is located below the "Sincerely," text.

Bea Hanson
Principal Deputy Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 15, 2016

The Honorable John J. Tecklenburg
City of Charleston
116 Meeting Street
Charleston, SC 29401-2901

Dear Mayor Tecklenburg:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

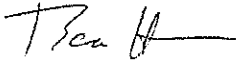
cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office on Violence Against Women

Cooperative Agreement

PAGE 1 OF 14

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Charleston 116 Meeting Street Charleston, SC 29401-2901		4. AWARD NUMBER: 2016-EW-AX-K007	
		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019	
		6. AWARD DATE 09/15/2016	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 576000226	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 077990786	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE Enhancing Knowledge & Services for Victims of Elder Abuse in Charleston, SC.		10. AMOUNT OF THIS AWARD \$ 353,697	
		11. TOTAL AWARD \$ 353,697	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 14041			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.528 - Enhanced Training and Services to End Violence and Abuse of Women Later in Life			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Bea Hanson Principal Deputy Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John J. Tecklenburg Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X A EW 29 00 00 353697		21. EW16D00007	



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
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1. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the grant period.

2. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

3. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW web site at <https://www.justice.gov/ovw/grantees> (Award condition: Registration with the System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

4. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/grantees> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.



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5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide as posted on the OVW website.

6. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees>.

7. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

8. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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11. Restrictions on "lobbying" and Policy Development

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 U.S.C. 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

12. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <https://www.justice.gov/ovw/grantees>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

13. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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14. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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15. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

16. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. The grantee agrees to follow the applicable set of general terms and conditions which are available at <http://www.justice.gov/ovw/grantees>. These do not supersede any specific conditions in this award document.
18. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.
19. The recipient acknowledges that they are responsible for maintaining updated contact information in the Grants Management System. To update information in GMS for either the point of contact and/or the authorized representative, grantees must submit a Grant Adjustment Notice.
20. The grantee agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.
21. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.
22. The grantee must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.
23. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.



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24. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.
25. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
26. The grantee agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.
27. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.
28. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Grantees are required to collect the information that is included on the Measuring Effectiveness Progress Report for the OVW Program under which this award is funded.
29. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
30. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
31. Funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, grantees must submit a Program Office Approval Grant Adjustment Notice (GAN) via the Grants Management System (GMS). The grantee must include a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs should be attached to the GAN. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Approval to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.
32. First-time grantees, or continuation grantees if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the grantee agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an OVW grantee orientation seminar or require completion of the orientation online, whichever is available.



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33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.
34. The recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under this project not less than twenty (20) days prior to public release for OVW review and approval. Prior review and approval of all such material is required if project funds are to be used to publish or distribute any written material developed under this award.
35. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."
36. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
37. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.
38. Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Office on Violence Against Women also reserves a royalty-free, nonexclusive and irrevocable right to reproduce publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.



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39. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office on Violence Against Women web site at: <http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own and/or operate in his or her name).
40. The cost allowed for logistical conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside conference planner) is limited to \$50 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold), not to exceed a cumulative total of \$8,750. For example, if the number of attendees at a conference is 100, the cost allowed for a logistical planner is \$5,000 (\$50 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If it is expected that the conference planning will meet these limitations, no further justification is required. If these limitations are expected to be exceeded, the recipient must justify the costs in writing and those costs must be approved by the Office on Violence Against Women before the recipient proceeds with the logistical planning.
41. The cost allowed for programmatic conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside programmatic conference planner) is limited to \$200 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold) not to exceed a cumulative cost total of \$35,000. For example, if the number of attendees at the conference is 100, the cost allowed for a programmatic planner is \$20,000 (\$200 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no further justification or approval is required. If it is expected that these limitations will be exceeded, the costs must be justified in writing and approved by the Office on Violence Against Women before the recipient proceeds with the programmatic planning.
42. Recipients must limit the cost of conference space and audio-visual equipment to \$25 per day per attendee, not to exceed a total of \$20,000 for the conference. Indirect cost rates must be applied to conference space and audio-visual equipment costs in accordance with negotiated agreements, and must be included when calculating this threshold. If these limitations are going to be exceeded the recipient must submit a justification, in writing to the Office on Violence Against Women for approval before the recipient enters into any contract for the use of conference space and audio-visual equipment.
43. Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, etc., regardless of whether they include the conference name or logo) must not be purchased with funds made available under this agreement. Basic supplies that are necessary for use during the conference (e.g., pens, paper, name tags) may be purchased.
44. Funds made available under this agreement may not be used for costs of entertainment, including amusement, diversion, social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).



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45. Subject to OVW prior approval, and under limited circumstances, OVW funds may be used to purchase food and/or beverages for meals served during a meeting, conference or training and under very specific circumstances, during refreshment breaks. Refreshment breaks will only be considered where there are unique and extenuating circumstances and require significant justification. OVW may approve the use of funds to purchase food and/or beverages served at a working meal if the recipient can justify that provision of the meal is necessary to accomplish official business and enhance the cost effectiveness of the conference. For example, a meal may be permissible where the conference would need to be extended if the working meal is not provided.

Furthermore, if a meal is approved by OVW, the cost of any individual meal, plus taxes and any hotel service costs (e.g., labor cost for room setup), must not exceed 150 percent of the General Services Administration (GSA) Meals and Incidental Expenses (M&IE) rate for that meal in that locality per attendee. OVW strongly encourages costs to stay at or below 100% of the applicable per diem rate for any meal provided, including any service costs. The current GSA M&IE rate breakdown by meal and by locality can be found at <http://www.gsa.gov/portal/content/101518>. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organizations travel policy.

46. The recipient must complete and submit the Conference and Events Approval Form to OVW for review and approval prior to entering into any contract (with the exception of logistical or programmatic planning contracts) or expending any funds for any meeting, conference, training, or other event.
47. Within 30 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded, in whole or in part, under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with a completed Conference and Events Reporting Form found at <http://www.ovw.usdoj.gov/receive-grant.html>. (Note that the conference expenditures reported on this form should be all those that were paid with OVW funds; do not report those that were funded by another entity.)



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48. TERMS OF COOPERATIVE AGREEMENT

The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the City of Charleston to develop a multidisciplinary approach to addressing elder abuse in Charleston, SC. This decision reflects a mutual interest in addressing elder abuse, neglect and exploitation, including domestic violence, sexual assault and stalking committed against individuals later in life. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women (OVW) will:

- 1) Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement.
- 2) Monitor program development and implementation, and fulfill an oversight function regarding the project.
- 3) Review and approve content and format of the materials produced in conjunction with this project.
- 4) Approve sites and dates of all project related activities.
- 5) Provide input, re-direct the project, (including any training and/or technical assistance) as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient.
- 6) Determine which meetings require the submission of a conference request form; and for those requiring a conference request form, review, request modifications, and approve and/disapprove the request.



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49. TERMS OF THE COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES

1) New Grantee Orientation: The grantee agrees to attend a new grantee orientation along with representatives from its Memorandum of Understanding (MOU) partners. The group attending the orientation must have a representative from each of the four types of required MOU partner organizations: a) law enforcement agency; b) prosecutor's office; c) a nonprofit, nongovernmental domestic violence victim services program or nonprofit, nongovernmental sexual assault victim services program; and d) a nonprofit program that serves older individuals. The orientation will provide grant and financial management information and provide an opportunity for exchange and coalition building between grantees and their partners.

2) Law Enforcement "Training of Trainers" Component: Each required MOU partner organization must send one representative to a three day law enforcement "training of trainers" component to become certified as a trainer for the project and work as part of a multi-disciplinary training team. This team shall consist of at least one law enforcement officer, one prosecutor, one domestic violence and/or sexual assault advocate and one representative from Adult Protective Services/aging network. Each representative will also work to add local information (statutes, resources, etc.) to the national curriculum, making it relevant for his or her community.

3) Law Enforcement Training: The grantee and its project partners commit to having their multi-disciplinary training team provide training to law enforcement in the community using the national curriculum. The training consists of 8 hours of training, and its contents may not be altered or edited, except as noted in the curriculum (i.e., the addition of local information such as statutes, resources, etc.). The grantee and its project partners agree to work with OVW and OVW-identified technical assistance providers to make continuing education credits available for those completing training.

4) Advanced Law Enforcement Training: The grantee and its project partners agree to provide a training opportunity for detectives and/or investigators in its jurisdiction on elder abuse, neglect, and exploitation. The grantee will work with OVW and OVW-identified technical assistance provider to identify and contract with OVW approved trainers to cover approved topic areas.

5) Prosecutors Workshop: The grantee and its project partners agree to send at least 1 prosecutor in its jurisdiction to attend the 4 day national prosecutors training on elder abuse, neglect, and exploitation.

6) Judicial Institute: The grantee and its project partners agree to encourage judges in their jurisdiction to attend the 3 day national judicial institute on elder abuse, neglect, and exploitation.

7) Direct Service "Training of Trainers" Component: The grantee agrees to send the project coordinator, one representative from the victim services program and one representative from the non-profit organization that serves elder victims to a 3 day "training of trainers" component to become certified as a trainer for the project. Attendance at this component will require participants to travel to this OVW sponsored training event. Each representative will also work to add local information to the national curriculum, making it relevant for his or her community.

8) Direct Services Cross-Training: Each grantee must have one representative from the victim services program and one representative from the nonprofit organization that serves elder victims provide local one day trainings to governmental agency staff, victim assistants, and victim services providers. The one day training will use a curriculum that has been developed by national organizations and experts and approved by OVW.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 13 OF 14

PROJECT NUMBER 2016-EW-AX-K007

AWARD DATE 09/15/2016

SPECIAL CONDITIONS

50. TERMS OF THE COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES, continued

9) Cross Training "Kick-off" Event: The grantee and its project partners agree to conduct cross training for victim services organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations working with older victims. The grantee will work with OVW and OVW-identified technical assistance providers to conduct this training locally. This cross training will focus on helping each discipline develop a better understanding of the role each plays in addressing elder abuse in their community.

10) Collaborative Community Response: The grantee and its project partners agree to create or enhance a multidisciplinary collaborative community response to elder abuse, neglect and exploitation. Each project partner will engage in a review of its own policies and protocols to determine the extent to which they are designed to aid in improving the identification, investigation, prosecution and adjudication of cases of elder abuse, exploitation and neglect, including domestic violence, dating violence, sexual assault and stalking.

11) Direct Victim Services: The grantee and its project partners agree to engage in a two phase effort to provide services to older victims.

a) Planning Phase: The grantee and its project partners agree to work with OVW and OVW-identified technical assistance providers to establish the groundwork for developing or enhancing outreach and services to older victims. The planning phase will be for 12 months. The planning phase may include, but is not limited to, the following activities:

- Conducting a community needs assessment;
- Developing a strategic plan for outreach and service delivery which will be submitted to OVW for review and approval prior to release of funds for the implementation phase;
- Providing training to staff; and
- Reviewing agency policies and protocols to ensure that they are inclusive of older victims.

b) Implementation Phase: Upon successfully completing the planning phase, the grantee and its project partners will begin implementing outreach and the delivery of services to older victims. Funds included in the budget for the implementation phase will be placed on hold through a special condition to the award. These funds will not be released for access by grantees until they have been determined by OVW to have successfully completed the planning phase and have an acceptable implementation plan in place. During the implementation phase, grantee and its project partners will continue working with OVW and OVW-identified technical assistance providers to successfully execute their implementation plan.

12) The award recipient agrees to submit all materials resulting from this agreement forty-five (45) days prior to public release for OVW review and approval. All materials (including video, DVD, website) shall be made accessible to individuals with disabilities.

13) The grantee agrees to make all training events accessible to individuals with disabilities.

14) The grantee agrees to submit one copy of all agendas and evaluation tools used at training events twenty (20) calendar days prior to use for OVW review. The grantee agrees to provide, if requested, a summary of data gathered through evaluation tools used at grant funded trainings sixty (60) calendar days after the request is received from OVW.

15) The grantee must agree to fully participate in evaluation of the program.



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**AWARD CONTINUATION
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PAGE 14 OF 14

PROJECT NUMBER 2016-EW-AX-K007

AWARD DATE 09/15/2016

SPECIAL CONDITIONS

51. The recipient's budget is pending review and approval. The recipient may obligate, expend and draw down funds for travel related expenses to attend OVW-sponsored technical assistance events up to \$10,000, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds in which case the condition prohibiting any obligation, expenditure or drawdown of funds will control. Remaining funds will not be available for draw down until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the Grant Adjustment Notice when the budget is approved.
52. A hold in the amount of \$106,947 shall be placed on the award. The grantee may not obligate, expend or drawdown these funds until OVW determines that the grantee has successfully completed the planning phase, has an acceptable implementation plan in place, and OVW has issued a Grant Adjustment Notice (GAN) lifting this condition.



U.S. Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie Shiels, Attorney Advisor

Subject: Categorical Exclusion for City of Charleston

The Enhanced Training and Services to End Abuse in Later Life Program was statutorily created by the Violence Against Women Act of 2000 and reauthorized and revised in subsequent legislation. The program's purpose is to increase and strengthen training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of abuse, neglect, exploitation, domestic violence, and sexual assault against older individuals; provide or enhance services for older victims; create or support multidisciplinary collaborative community responses to older victims; and conduct cross-training for victim service organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations serving older victims.

None of the following activities will be conducted under the OVW federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).



U.S. Department of Justice
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2016-EW-AX-K007

PAGE 1 OF 1

This project is supported under 42 U.S.C. 14041

1. STAFF CONTACT (Name & telephone number)

Janice Green
(202) 616-6728

2. PROJECT DIRECTOR (Name, address & telephone number)

Ann-Marie Quinn
Grants Coordinator
116 Meeting Street
Charleston, SC 29401
(843) 720-3782

3a. TITLE OF THE PROGRAM

OVW FY 2016 Enhanced Training and Services to End Abuse in Later Life Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Enhancing Knowledge & Services for Victims of Elder Abuse in Charleston, SC.

5. NAME & ADDRESS OF GRANTEE

City of Charleston
116 Meeting Street
Charleston, SC 29401-2901

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 353,697

10. DATE OF AWARD

09/15/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Enhanced Training and Services to End Abuse in Later Life Program was statutorily created by the Violence Against Women Act of 2000 and reauthorized and revised in subsequent legislation. The program's purpose is to increase and strengthen training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of abuse, neglect, exploitation, domestic violence, and sexual assault against older individuals; provide or enhance services for older victims; create or support multidisciplinary collaborative community responses to older victims; and conduct cross-training for victim service organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations serving older victims.

The City of Charleston will collaborate with the City of Charleston Police, the City of Charleston Office of the Prosecutor, My Sister's House, and the City of Charleston Mayor's Office on Aging to develop a multidisciplinary approach to addressing elder abuse in their community. Project partners will provide training opportunities to assist law enforcement, prosecutors, governmental agencies, victim assistants, and relevant officers of federal, state, tribal, territorial, and local

courts in recognizing, addressing, investigating, and prosecuting instances of elder abuse; provide or enhance services for victims of elder abuse; create or support multidisciplinary collaborative community responses to victims of elder abuse; and conduct cross-training for victim service organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations serving victims of elder abuse, neglect, and exploitation, including domestic violence, dating violence, sexual assault, and stalking, who are 50 years of age or older. The City of Charleston and its partners will also engage in a review of their policies and protocols and agree to put in place a body of policies and protocols, based on multi-disciplinary collaboration, designed to aid in improving in the identification, investigation, prosecution and adjudication of cases of elder abuse, exploitation and neglect, including domestic violence and sexual assault.

The timing for performance of this award is 36 months.

CA/NCF

CPR COMMITTEE and/or COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor
FROM: Curt Berg / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: CPD FORENSIC LAB PROFESSIONAL SERVICES CONTRACT WITH STUBBS MULDROW HERIN ARCHITECTS
REQUEST: Approval of a Professional Services Contract with Stubbs Muldrow Herin Architects in the amount of \$450,250.00 for a basic services including structural, civil, MEP, fire protection, and back-up fuel system engineering consultants in addition to architectural design, and covers all design, bidding and construction administration phases. A specialty forensic lab consulting fee is also included.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 27, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Danica Doremus by J.E.</i>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Amy Wharton</i>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051448-48238

Balance in Account \$450,250.00 Amount needed for this item \$450,250.00

Project Number CP1617

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT: The Professional Services Contract will obligate \$450,250.00 of the \$6,591,000.00 project budget. The funding source for this project is the 2015 Installment Purchase Revenue Bond (\$6,591,000.00).

Mayor's Signature: *[Signature]*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year 2016

BETWEEN the Architect's client identified as the Owner:

City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403
Phone: 843-724-7191
Fax: 843-724-7300

and the Architect:

Stubbs Muldrow Herin Architects, Inc.
400 Hibben Street, Suite #100
Mount Pleasant, SC 29464
Phone: 843-881-7642

for the following Project:

CP1617 Police Department Forensic Services Building
1975 Bees Ferry Road
Charleston, SC 29414

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:
14-months after execution of design contract:
 - a. Completion of bid/construction documents – 10 months;
 - b. Permitting – 3 months;
 - c. Bidding and negotiations – 2 months (overlap with Permitting);
 - d. City Council construction contract approval/Notice to Proceed – 1 month.
- .2 Substantial Completion date:
12-month construction schedule – from Date of Commencement indicated on Notice to Proceed

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the terms of this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

2.3.1 The A/E shall define the Project organization as required in Paragraph 12.2.

2.3.2 The consultants presented by the A/E as part of the selection process and approved by the Owner shall be the consultants used for the Project and shall be listed by name and discipline in Paragraph 12.2. The A/E shall not substitute any consultant without the prior written consent of the Owner.

2.3.3 Key personnel shall be listed as required in Paragraph 12.3. The A/E shall not substitute any Key Personnel without the prior written consent of the Owner.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

(Paragraphs deleted)

§ 2.5 The A/E may vary periodic visits to the work, but shall average not less than one visit every two weeks during the course of construction or as otherwise agreed by the Owner and A/E in Article 13.

§ 2.6 The A/E shall submit to the Owner, at least once a month, a written report of its and its consultants' periodic visits to the Project, its findings and the status of the Project or as otherwise agreed by the Owner and the A/E in Article 13.

§ 2.7 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the A/E about matters arising out of or relating to the Contract Documents. Communications by and with the A/E's consultants shall be through the A/E.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those services described in Article 3 and include usual and customary civil, structural, mechanical, plumbing, and electrical engineering services. Services not set forth in this Article 3 are Additional Services which are set forth in Article 4 of this Agreement. For the purposes of this Agreement "usual and customary" shall be those services reasonably required to provide complete design and construction services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The A/E shall provide the local Building Official a complete set of Construction Documents to review, meet with the local official, and determine if inspection services are available.

(Paragraph deleted)

§3.1.6 The A/E shall meet with the local Fire Official to review proposed fire protection systems, and provide the local Fire Official with a set of Construction Documents. The A/E shall notify the local Fire Official of the time and place the fire protection and detection system(s) are to be tested.

§3.1.7 The A/E shall provide the Owner a letter of approval of fire protection systems shop drawings from the Fire Marshal.

§3.1.8 The A/E's mechanical engineer of record shall attend the testing of the fire protection and detection system(s) and provide the Owner with the following:

- (1) The installer's Certificate of Compliance with code requirements for installation and testing.
- (2) The Fire Marshal's Inspection Report.
- (3) The Record of Training of users for Systems Operation.

§3.1.9 The A/E shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation of site visits and inspection reports as required by the Owner to maintain a comprehensive record of the Project. The Owner's Project number and Name shall be shown on all documents

§ 3.1.10 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.11 For Construction Change Directives only, when the Contractor does not provide properly itemized cost information in accordance with Article 7 of the A201, the A/E shall, for the Owner's information and as an initial basis for establishing the upper limit of compensation to the Contractor, provide the itemization and shall use the labor, material and equipment unit costs as listed in the most current issue of the "Means Construction Cost Data" series of cost guides, adjusted for local cost conditions. The A/E's effort required to prepare the cost itemization shall be considered as an Additional Service only if the Directive is not a result of a design error or omission.

§ 3.1.12 When the A/E deems it necessary, it is only authorized to direct minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 3.1.13 The A/E and its Consultants shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The A/E shall submit to the Owner a preliminary Estimate of Construction Cost based on current area, volume or other unit costs.

§ 3.2.9 The A/E shall submit to the Owner for review and approval four (4) properly completed sets of Schematic Design Documents, and the Estimate of Construction Cost in the number and form requested by the Owner.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Design Development Documents shall incorporate the accepted resolution of all Owner comments on the Schematic Design Document submittal.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The A/E shall submit to the Owner for review and approval six (6) sets of properly completed Design Development Documents and the Revised Estimate of Construction Cost, in the number and form requested by the Owner. The A/E shall not proceed to the Construction Documents Phase until written approval is submitted by the Owner.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor shall provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors, if directed by the Owner. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities not under the control of the A/E performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The A/E shall provide one Substantial Completion Inspection, and one Final Completion Inspection. Where projects have been designed for phased completion, the A/E shall provide a Substantial Completion Inspection and Final Completion Inspection for each phase of the Project. If additional inspections are required, payment to the A/E shall be in accordance with Paragraph 11.2 and charged to the Contractor.

§ 3.6.6.4 The A/E shall prepare, from Contractor supplied-information, and provide to the Owner a set of reproducible Record Plans showing all significant changes in the Work made during construction. Plans shall be stamped as "Record Plans". This set of reproducible documents shall be in addition to computer media plans (diskettes, tapes, etc.) that may be required.

§ 3.6.6.5 The A/E shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The A/E's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Unless otherwise agreed upon by the parties, the A/E's decisions on all requests shall be rendered within fourteen (14) days of receipt by the A/E.

§ 3.6.6.6 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.7 The A/E shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the A/E's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. The A/E's initial decisions on all claims, disputes or other matters in question, between the Owner and Contractor shall be rendered within fourteen (14) days of receipt by the A/E, unless otherwise agreed to by the Owner.

§ 3.6.6.8 **WARRANTY INSPECTION.** As part of the Basic Services provided by the A/E, during the tenth (10th) month after the Date(s) of Substantial Completion, the A/E shall visit the Project to review the Work and shall prepare a report to be issued to the Owner, and at the Owner's direction, to the Contractor, indicating outstanding work to be corrected and warranty issues to be addressed by the Contractor. The A/E shall, as an Additional Service, assist the Owner in taking necessary action to see that the deficiencies are corrected.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project by the Owner. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	ARCHITECT	Provided under basic services
§ 4.1.2 Multiple preliminary designs	Not provided	
§ 4.1.3 Measured drawings	Not provided	
§ 4.1.4 Existing facilities surveys	Not provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not provided	

Init.

§ 4.1.6	Building information modeling	Not provided	
§ 4.1.7	Civil engineering	ARCHITECT	Provided under basic services
§ 4.1.8	Landscape design	ARCHITECT	Provided under basic services
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not provided	
§ 4.1.11	Detailed cost estimating	ARCHITECT	See Exhibit A
§ 4.1.12	On-site project representation	Not provided	
§ 4.1.13	Conformed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	ARCHITECT	See § 3.6.6.4 under basic services
§ 4.1.16	Post occupancy evaluation	Not provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not provided	
§ 4.1.18	Tenant-related services	Not provided	
§ 4.1.19	Coordination of Owner's consultants	OWNER	
		ARCHITECT	Coordinated in basic services as part of electrical engineering for Owner's contractor
§ 4.1.20	Telecommunications/data design		
		ARCHITECT	Coordinated in basic services as part of electrical engineering for Owner's contractor
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not provided	
§ 4.1.25	Fast-track design services	Not provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not provided	Possible future additional services
§ 4.1.28	Other – Forensic Lab Design Consultant	ARCHITECT	See Exhibit A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Additional services offered by the Architect are listed in Exhibit A and may be chosen by the Owner at a later date for their inclusion in the Project.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization to provide:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid requests proposed by the Owner unless required pursuant to the Contract Documents;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing not already covered under Basic Services.
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Extensive evaluation of the qualifications of bidders;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect or the Owner.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need therefor. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 Except as other provided herein, to the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Up to thirty five (35) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project and approved by the Owner. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If the Bidding has not commenced within 120 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market if necessary.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction or future modification for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect, said agreement of the Architect not to be unreasonably withheld. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 DISPUTE RESOLUTION

§ 8.1 GENERAL

§ 8.1.1 The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to this Agreement. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to this Agreement, the parties agree that any suit, action or proceeding arising out of or relating to this Agreement shall be instituted and maintained only in state court, at the election of the Owner, located in the County in which the Owner maintains its principal place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding this Agreement is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the A/E pursuant to this Agreement.

(Paragraphs deleted)

§ 8.2 CLAIMS FOR LISTED DAMAGES

§ 8.2.1 **Waiver of Claims Between A/E and Owner.** Notwithstanding any other provision of the Agreement, but subject to a duty of good faith and fair dealing, the A/E and the Owner waive Listed Damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business and reputation, for loss of profit and for attorney's fees unless such attorney's fees are necessitated by the act(s) of the breaching party and incurred by the non-breaching party, and interest (excluding post-judgment).

(Paragraphs deleted)

§ 8.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The A/E and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the A/E in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the A/E's option, cause for suspension of performance of services under this Agreement. If the A/E elects to suspend services, prior to suspension of services, the A/E shall give written notice to the Owner. Unless payment in full or undisputed amounts are received by the A/E within twenty-one (21) days of the date of receipt by the Owner of the written notice, the suspension shall take effect without further notice. In the event of a suspension of services, the A/E shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services. Before resuming services,

following a suspension for reasons of nonpayment, the A/E shall be paid all undisputed sums due prior to suspension and any direct expenses incurred in the interruption and resumption of the A/E's services. The A/E's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Project is suspended by the Owner for any reason for more than thirty (30) consecutive days the A/E shall be compensated for acceptable services performed prior to the notice of such suspension.

§ 9.2.1 If the Project is resumed after an interruption of more than thirty (30) but less than one hundred eighty (180) days, the A/E's time schedules shall be equitably adjusted.

§ 9.2.2 If the Project is resumed after an interruption of one hundred eighty (180) days or more, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services. The A/E's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Project is suspended or the A/E's services are suspended for more than one hundred eighty (180) consecutive days, the A/E may terminate this Agreement by giving not less than seven days' written notice to the Owner.

§ 9.3.1 This Agreement may be terminated by the Owner with not less than seven (7) day's written notice to the A/E that the Project is permanently abandoned at which time the Owner shall compensate the A/E for Work completed at the time of termination. The A/E shall not be entitled to termination damages.

§ 9.4 This Agreement may be terminated by either party upon not less than twenty one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Notice of Termination shall give the other party a stated period of time within which to remedy its breach of contract, provided such time allowed for remedy shall be no less than thirty (30) days and no more than sixty (60) days from the receipt of the notice of termination. This notice shall specify the initiating party's reason(s) for the termination and shall state with specificity the means by which the other party may cure the asserted grievance.

§ 9.4.1 If termination is the fault of the A/E, no additional compensation shall be due to the A/E.

§ 9.5 This Agreement may be terminated by the Owner upon not less than twenty one (21) days' written notice to the A/E for the Owner's convenience and without cause.

§ 9.6 Payment for contract termination not the fault of the A/E shall be made in proportion to acceptable services performed prior to the notice of termination. In addition, the A/E shall be compensated for all Reimbursable Expenses incurred by the A/E prior to the notice of termination in accordance with Paragraph 11.3.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of South Carolina.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to the laws of South Carolina.

§ 10.4 The Owner and A/E, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all terms and covenants of this Agreement. Neither the Owner nor the A/E shall assign this Agreement without the written consent of the other party, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The A/E shall execute all consents reasonably required to facilitate such assignment.

§ 10.5 This Agreement represents the entire and integrated agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall be amended only by written instrument signed by both Owner and A/E.

§ 10.6 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or A/E.

§ 10.7 Unless otherwise provided in this Agreement, the A/E and A/E's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site unless such discovery, presence, handling, removal or disposal thereof is the result of an error or omission of the A/E.

§ 10.8 The A/E shall have the right to include photographic or artistic representations of the design of the Project among the A/E's promotional and professional materials. The A/E shall be given reasonable access to the completed Project to make such representations. However, the A/E's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the A/E in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the A/E in the Owner's promotional materials for the Project.

§ 10.9 If the Owner requests the A/E to execute certificates, the proposed language of such certificates shall be submitted to the A/E for review at least 14 days prior to the requested dates of execution. The A/E shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.10 Any changes to the scope of work set forth herein shall be requested on the City of Charleston "Professional Services Contract Amendment Request" form.

§ 10.11 All documents, transmittals, products and plans shall be identified with the Owner's name and the City's project name and number.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Lump sum of Three Hundred Ten Thousand, Seven Hundred & 00/100 Dollars (\$310,700.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)

Lump sum of One Hundred Nine Thousand, One Hundred Twenty & 00/100 Dollars (\$109,120.00)

§ 11.3 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 10% (Ten percent), or as otherwise stated below:
(Paragraph deleted)

Per the Attached Exhibit B Hourly Rates.

§ 11.4 Where compensation for Basic Services is based on a lump sum, the compensation for each phase of services shall be as follows:

Programming Phase	\$6,214.00 (2%)
Schematic Design Phase	\$37,284.00 (12%)
Design Development Phase	\$65,247.00 (21%)
Construction Documents Phase	\$108,745.00 (35%)
Bidding & Negotiations Phase	\$15,535.00 (5%)
Construction Administration Phase	\$77,675.00 (25%)
Total Basic Compensation	\$310,700.00 (100%)

§ 11.5 The responsibility for the costs of errors and omissions in the Contract Documents, for which the A/E is responsible or has been found liable that result in Change Orders to the Construction Contract shall be determined as follows.

- .1 The A/E shall correct errors and omissions in the Contract Documents without being paid additional fees and at no cost to the Owner.
- .2 When a Change Order is due to an error or omission by the A/E, all costs over those costs which the Owner would have paid without the error or omission having occurred shall be paid by the A/E.
- .3 Each error or omission shall constitute a separate event for the purpose of determining costs.

(Table deleted)

§ 11.6 No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work, other than those for which the Owner has reasonable cause to determine A/E to be liable, provided that due notice to the A/E has been given pursuant to Article 3.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices, unless noted otherwise:

Per the attached Exhibit B Hourly Billing Rate for Additional Services only.

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence not to exceed current GSA rates;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; and
- .8 All taxes, excluding income taxes, levied on professional services and on reimbursable

(Paragraphs deleted)
expenses;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 10% (Ten percent) of the expenses incurred. Reimbursable Expenses shall not exceed Thirty Thousand, Four Hundred Thirty & 00/100 Dollars (\$30,430.00) without prior written approval of the Owner.

§ 11.9

(Paragraphs deleted)

PAYMENTS FOR BASIC SERVICES

§ 11.9.1 Payments for Basic Services shall be made in proportion to services performed within each phase of service as established in Subparagraph 11.1.4.

§ 11.9.2 Unless otherwise agreed by the parties, payments for services shall be made monthly in proportion to services performed. Payments are due and payable 30 days after receipt and approval of the Architect's invoice by the Owner.

§ 11.9.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or is responsible or has been found liable for the amounts in accordance with Section 8.1 herein.

(Paragraph deleted)

§ 11.9.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraph deleted)

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Paragraphs deleted)

§ 12.1 Contract Schedule and Time Limitations:

See Section 1.2

(Paragraph deleted)

§ 12.2 List of Consultants by Discipline and Name of Person or Firm:

Attached Exhibit C

(Paragraph deleted)

§ 12.3 List the key Project Team Members assigned to this Project by name, Discipline and Name of Person or Firm.

Attached Exhibit C

(Paragraphs deleted)

§ 12.4 Additional Record Plans Requirements.

Provide record plans on computer disc in .pdf format, as well as a hard copy.

§ 12.5 **GENERAL INSURANCE.** The A/E shall maintain all forms of insurance as necessary and required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive general liability, automobile liability and workers' compensation by a carrier satisfactory to the Owner, which carrier shall be licensed to provide such coverage in the State of South Carolina, in the forms and amounts listed in Article 11 of the A201 General Conditions, satisfactory to the Owner and names the Owner as an additional insured. The A/E shall ensure that all consultants engaged or employed by the A/E and/or a Joint-Venture Associate, if any, carry and maintain equivalent insurance naming the Owner as an additional insured on all such policies. The A/E and his consultants shall submit proof of such insurance to the Owner at the time of Contract Award and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance in full current force and effect of such coverage shall be a condition precedent to the Owner's obligation to pay any amounts due to the A/E under this Agreement and if not maintained by the A/E, its consultants and Joint-Venture Associate, if any, shall be grounds for termination for cause by the Owner. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, non renewal, or material modification of the policies.

§ 12.5.1 **PROFESSIONAL LIABILITY INSURANCE.** In addition to other insurance required by statute or other sections of this Agreement, the A/E and each Consultant and/or Joint-Venture Associate, if any shall provide professional liability Insurance, issued by an insurance carrier approved in advance by the Owner and licensed to provide such coverage in the State of South Carolina, to compensate the Owner for all negligent acts, errors and omissions by the A/E, his firm, his agents, his employees, his Consultants and Joint-Venture Associate, if any, arising out of this Agreement. The A/E and his Consultants and Joint-Venture Associates shall submit proof of such insurance, which shall provide a coverage amount not less than one million dollars (\$1,000,000) per entity per claim and in the aggregate, or such other amounts as the Owner may request. Proof of Professional Liability Insurance must be submitted to the Owner in writing before a Notice to Proceed to the A/E shall be issued.

§ 12.5.2 Upon execution of this Agreement, and at every date for renewal of the policies required pursuant to Sections 12.5 and 12.5.1 herein, the A/E shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of South Carolina and approved by the Owner. Provision of a valid Certificate of Insurance that meets the requirements of this Agreement is a condition precedent to the payment of any amounts due to the A/E by the Owner and if not maintained by the A/E, its consultants and Joint-Venture Associate, if any, shall be grounds for termination for cause by the Owner. These policies shall remain in effect for the benefit of the Owner at least through any warranty period covering the Project but in no case for less than twelve (12) months after the date of issuance of the final Certificate for Payment by the A/E. The policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, non-renewal, or reduction in the limits of the policy.

§ 12.6 List attachments to this Agreement not previously referenced, if any.

None.

§ 12.7 DEFINITIONS

§ 12.7.1 ARCHITECT/ENGINEER OR ARCHITECT. A person or firm who performs professional services associated with the practice of architecture, professional engineering, land surveying, landscape architecture and interior design pertaining to construction, as defined by the SC Code of Laws, as amended, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related services.

- .1 Wherever the word "A/E" or "Architect" appears in this Agreement between the Owner and the A/E herein, the intent is the Architect/Engineer or other design professional with whom the Owner has a contractual agreement.
- .2 The architectural, civil, structural, mechanical, electrical and other engineering portions of the Project shall be planned and designed by or under the immediate supervision of a South Carolina licensed architect(s) or engineer(s) who has or have the requisite expertise in the particular discipline involved.

§ 12.7.2 CONSULTANT. A person or firm contracted by or in partnership with the A/E at any tier to fulfill the terms and conditions of this Agreement.

§ 12.7.3 CONSTRUCTION CONTRACT AWARD. The amount of fees for services set forth in the contract between the Owner and the Contractor for this Project.

§ 12.7.4 ESTIMATE OF CONSTRUCTION COST. The Estimate of Construction Cost is the estimated Construction Contract Award amount for all elements of the Project designed or specified by the A/E, adjusted to reflect local conditions at the time of bidding and the anticipated period of construction.

§ 12.7.5 CONSTRUCTION BUDGET. The current Estimate of Construction Cost plus that portion of the Owner's total project contingency reserved for the construction of the Project.

§ 12.7.6 OWNER. Wherever the word "Owner" appears in the B151 or herein, the intent is the City of Charleston with whom the A/E has a contractual agreement.

§ 12.7.7 GENERAL CONDITIONS. The AIA document A201-2007 "General Conditions of the Construction Contract" and the "Standard Supplemental Conditions" as published by the City of Charleston for use on specific projects.

§ 12.8 CERTIFICATION

The undersigned certifies that the A/E listed below shall provide a "Drug-Free Workplace" as that term is defined in § 44-107-30 of the SC Code of Laws by complying with the requirements set forth in Title 44, chapter 107; and the A/E agrees to this **Article 12, Other Conditions or Services**, as published by the Owner. Any exceptions or changes approved by the Owner shall be fully delineated in an Article 13 and attached hereto. This Agreement is entered into as of the day and year first written above.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2

(Paragraphs deleted)

Other documents:

Init.

Exhibit A:	Architect's proposal letter dated 31 AUGUST 2016:	33 pages.
Exhibit B:	2016 Schedule of Hourly Rates and Reimbursements.	06 pages.
Exhibit C:	Project Directory.	01 pages.
Exhibit D:	Optional Services for Travel to Peer Facilities	01 pages.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

City of Charleston

John T. Tecklenburg, Mayor

ARCHITECT

(Signature)

Samuel B. Herin, AIA – Vice Principal

(Row deleted)

PROJECT: CP1617 Police Department Forensic Services



STUBBS MULDROW HERIN architects, inc.

Exhibit A

August 31, 2016

Mr. Curt Berg, RA
Senior Construction Project Manager | Capital Projects
Department of Parks | 823 Meeting Street | Charleston, SC 29403

Re: Police Department Forensic Services Building
Client Project No. CP1617
SMHa Comm. No. 1615

Dear Curt:

Please find attached our fee proposal for the Forensics project. The proposal is formatted as attachments to the AIA B101 draft that you provided on August 9. I have included backup from the primary consultants on the project for your information.

Scope: An 11,000 square foot forensics laboratory located on a City owned, 3-acre site, on Bees Ferry Road. The City's current construction budget is \$4,000,000.

Fee Basis. A Lump Sum Professional Fees based upon the 11,000 square foot project size and historical precedent for similar projects by SMHa and its consultants. A copy of each consultant proposal is attached for clarity for each discipline's scope of work.

Exhibit A Fee for Architecture, Engineering, Lab Consultant, and Cost Estimating.

Basic Services - Lump Sum	\$310,700.00
Additional Services - Lump Sum	109,120.00
<u>Reimbursable - Estimate</u>	<u>30,430.00</u>
	\$450,250.00

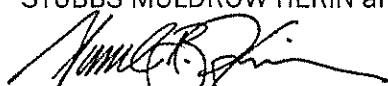
Exhibit B Rate Schedules for the primary consultants.

Exhibit C Project Directory

Exhibit D Optional Services for Travel to Peer Facilities (costs included in reimbursable estimate above).

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,
STUBBS MULDROW HERIN architects, inc.


Samuel B. Herin, AIA

SMHA

Exhibit A
to Standard Form of Agreement Between Owner and Architect
CP-1617 - Police Department Forensics Services Building

City of Charleston

Stubbs Muldrow Herin architects, inc.

August 29, 2016

1. Scope: An 11,000 square foot forensics laboratory located on an City owned, approximately 3 acre site, on Bees Ferry Road. The City's current construction budget is \$4,000,000.
2. Fee Basis. A Lump Sum fee based upon historical precedent for similar projects by SMHa and its consultants. A copy of each consultant proposal is attached for clarity for each discipline's scope of work.

1. Basic Services - Lump Sum

Basic Architectural		fee by phase
Architectural PG	2.00%	3,200.00
Architectural SD	12.00%	19,200.00
Architectural DD	21.00%	33,600.00
Architectural CD	35.00%	56,000.00
Architectural BA	5.00%	8,000.00
Architectural CA	25.00%	40,000.00
Net Arch	100.00%	\$ 160,000.00
Basic Consultant		net
Civil and LA (ADC)	36,500.00	40,150.00
Structural (ADC)	17,000.00	18,700.00
MPE Fp (DWG)	80,000.00	88,000.00
Specifications (Fair)	3,500.00	3,850.00
Basic Consultant Subtotal	137,000.00	\$ 150,700.00
Basic Total		\$ 310,700.00

2. Additional Services - Lump Sum

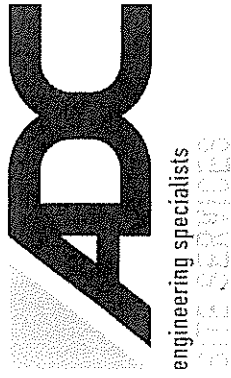
Consultants		net	
Lab Design Consultant	MWL		101,750.00
Detailed Cost Estimate	ACC		7,370.00
Additional Consultant Subtotal		\$	109,120.00
Additional Total		\$	109,120.00

3. Reimbursables - Estimate

Architectural Reimbursables			7,500.00
Consultant Reimbursables			
Civil and LA (ADC)	ADC		2,750.00
Structural (ADC)	ADC		-
MPE (DWG)	DWG		-
Lab Planning (MWL)	MWL		15,400.00
Travel Option - Exhibit D	SMHa/MWL		4,780.00
Reimbursable Total		\$	30,430.00

4. Fee Summary - Lump Sum

Basic + Additional Services	\$	419,820.00
Reimbursable estimate		30,430.00
Total of Fee + Reimbursable Estimate	\$	450,250.00



TEAM SUMMARY - FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description: ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.

Issued by:

Chris Cook

Client: SMHa

Contact: Sam Herin

Totals by Discipline						TOTALS
TASKS	ADC Civil	ADC LA	Survey	Sub		
Investigations						
Survey			\$ 4,500.00			
Geotechnical						
Environmental						
Preliminary Design Services	\$ -	\$ -				
Schematic Design Services	\$ -	\$ -				
Design Development	\$ 9,895.00	\$ 3,485.00				
Construction Documents	\$ 8,190.00	\$ 4,025.00				
Permitting	\$ 4,560.00	\$ 1,240.00				
Bidding Assistance	\$ 770.00	\$ 770.00				
Construction Administration	\$ 2,665.00	\$ 2,160.00				
Subtotal			\$ 4,500.00	\$ -		
Overhead on subconsultants			\$ 450.00	\$ -		
Subtotal	\$ 26,080.00	\$ 11,680.00	\$ 4,950.00	\$ -		\$ 42,710.00
Basic Expenses	\$ 1,000.00	\$ -	\$ -	\$ -		
Overhead on expenses	\$ 100.00	\$ -	\$ -	\$ -		
Subtotal	\$ 1,100.00	\$ -	\$ -	\$ -		\$ 4,100.00
TOTALS	\$ 27,180.00	\$ 11,680.00	\$ 4,950.00	\$ -		\$ 42,810.00

Totals by Deliverable					Totals
ADC Totals	Subconsultant Totals	Overhead			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 4,500.00	\$ 450.00	\$ -	\$ -	\$ 4,950.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 13,380.00	\$ -	\$ -	\$ -	\$ -	\$ 13,380.00
\$ 12,215.00	\$ -	\$ -	\$ -	\$ -	\$ 12,215.00
\$ 5,800.00	\$ -	\$ -	\$ -	\$ -	\$ 5,800.00
\$ 1,540.00	\$ -	\$ -	\$ -	\$ -	\$ 1,540.00
\$ 4,825.00	\$ -	\$ -	\$ -	\$ -	\$ 4,825.00
\$ 37,760.00	\$ 4,500.00	\$ 450.00	\$ -	\$ -	\$ 42,710.00
<div> <div>\$36,500 Negotiated.</div> </div>					
\$ 1,000.00	\$ -	\$ 100.00	\$ -	\$ -	\$ 1,100.00
\$ 38,760.00	\$ 4,500.00	\$ 550.00	\$ -	\$ -	\$ 42,810.00



engineering specialists
SITE SERVICES

FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description:

ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.

Issued by:

Chris Cook

Client: SMHa

Contact: Sam Herin

CIVIL ENGINEERING		Hourly Rates	Dwgs	Princ Civil \$165.00	Project Manager \$165.00	Project Engineer \$120.00	Tech \$90.00	Clerical \$75.00	Total	Notes
DESIGN SERVICES										
Design Development										
Project Management/Administration					2				\$ 310.00	
Field Investigation						3			\$ 360.00	
Design Kick-Off Meeting					2				\$ 310.00	
Coordinate Survey					1				\$ 155.00	
Ordinance/regulation study									\$ -	
Coordination w/Municipality									\$ -	
Coordination with SCDHEC-MS4					1				\$ 155.00	
Coordination with SCDOT					1				\$ 155.00	
Coordination with Fire Department					1				\$ 155.00	
Coordination with Water Company					1				\$ 155.00	
Coordination with Sewer Department					1				\$ 155.00	
Coordination with SCE&G, Communication & Electrical Engineer					1				\$ 155.00	
Plans										
Title Sheet									\$ -	
Legend, Abbreviations & Notes			1			4			\$ 480.00	
Phasing Plan									\$ -	
Lot Layout Plan									\$ -	
Existing Site & Demo Plans			1			4			\$ 480.00	
Site Plans			1		4	8			\$ 1,580.00	
Roadway Profiles									\$ -	
Grading & Storm Drainage Plan			1		4	12			\$ 2,060.00	
Storm Drainage Profiles									\$ -	
Water/Sewer Plans			1			4			\$ 480.00	
Water Distribution Profiles									\$ -	
Sewer Collection Profiles									\$ -	
Enlarged Site Plans			1						\$ -	
Civil Details			6			4			\$ 480.00	
Miscellaneous Details									\$ -	
Pavement Details									\$ -	
Grading & Drainage Details									\$ -	
Water Details									\$ -	
Sewer Details									\$ -	
Erosion Control Plans			1						\$ -	
Erosion Control Details			2						\$ -	
Engineering Report / Calculations					2	4		4	\$ 1,090.00	
Specifications										
Contract requirements									\$ -	
Division 1									\$ -	
Technical Specs Outline					1			1	\$ 230.00	
Field Verification									\$ -	
Cost Estimating									\$ -	By Others
Quality Assurance				2					\$ 330.00	
Design Review Meeting					4				\$ 620.00	
Subtotal Design Development (DD)			15	2	26	43	0	5	\$ 9,895.00	



engineering specialists
SITE SERVICES

FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description: **ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.**

Issued by:

Chris Cook

Client: SMHa

Contact: Sam Herlin

CIVIL ENGINEERING		Dwgs	Princ Civil	Project Manager	Project Engineer	Tech	Clerical	Total	Notes
Hourly Rates			\$165.00	\$165.00	\$120.00	\$90.00	\$75.00		
DESIGN SERVICES									
Construction Documents									
Project Management				2				\$ 310.00	
Field Investigation								\$ -	
Meetings				2				\$ 310.00	
Coordinate Survey								\$ -	
Ordinance/regulation study								\$ -	
Coordination w/Municipality								\$ -	
Coordination with SCDHEC-OCRM								\$ -	
Coordination with SCDOT								\$ -	
Coordination with Fire Department								\$ -	
Coordination with Water Company								\$ -	
Coordination with Sewer Department								\$ -	
Coordination with SCE&G, Communication & Electrical Engineer								\$ -	
Plans									
Title Sheet								\$ -	
Legend, Abbreviations & Notes	1			2				\$ 240.00	
Phasing Plan								\$ -	
Lot Layout Plan								\$ -	
Existing Site & Demo Plans	1			2				\$ 240.00	
Site Plans	1			8				\$ 1,560.00	
Roadway Profiles								\$ -	
Grading & Storm Drainage Plan	1			8				\$ 1,560.00	
Storm Drainage Profiles								\$ -	
Water/Sewer Plans	1			4				\$ 480.00	
Water Profiles								\$ -	
Sewer Profiles								\$ -	
Enlarged Site Plans	1			4				\$ 480.00	
Civil Details	6			4				\$ 480.00	
Miscellaneous Details								\$ -	
Pavement Details								\$ -	
Grading & Drainage Details								\$ -	
Water Details								\$ -	
Sewer Details								\$ -	
Erosion Control Plans	1							\$ -	
Erosion Control Details	2							\$ -	
Engineering Report / Calculations				4			2	\$ 770.00	
Specifications									
Contract requirements								\$ -	
Division 1								\$ -	
Technical Specs				4			2	\$ 770.00	
Field Verification				2				\$ 310.00	
Cost Estimating								\$ -	
Quality Assurance		2						\$ 330.00	By Others
Design Review Meeting				2				\$ 310.00	
Subtotal Construction Documents (CD)	15	2	24	32	0	4		\$ 8,190.00	
Total Design	15	4	50	75	0	9		\$ 18,085.00	



FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description:

ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.

Issued by:

Chris Cook

Client: SMHa

Contact: Sam Herin

CIVIL ENGINEERING		Dwgs	Princ Civil \$165.00	Project Manager \$155.00	Project Engineer \$120.00	Tech \$90.00	Clerical \$75.00	Total	Notes
Hourly Rates									
PERMITTING / APPROVALS									
Municipal Planning								\$ -	
Conceptual Municipal Planning Submittal								\$ -	
Preliminary Municipal Planning Submittal								\$ -	
Final Municipal Planning Submittal								\$ -	
Municipal Engineering		4					2	\$ 770.00	
Municipal Encroachment								\$ -	
Municipal Design Review (BAR, CDRB, DRB)								\$ -	
Conceptual Municipal Arch Submittal								\$ -	
Preliminary Municipal Arch Submittal								\$ -	
Final Municipal Arch Submittal								\$ -	
Fire Department		2					2	\$ 460.00	
Stormwater / Land Disturbance								\$ -	
NOI Submission (DHEC / OCRM / MS4)		4		4			4	\$ 1,400.00	
OCRM WS Certification Request								\$ -	
OCRM WW Certification Request								\$ -	
Wetland Coordination								\$ -	
SCDOT Encroachment								\$ -	
Roadway Encroachment		4		2			2	\$ 1,010.00	
Utility Encroachment								\$ -	
Water Supply								\$ -	
Water Services Review		2					2	\$ 460.00	
Water Supply Construction Permit								\$ -	
Wastewater								\$ -	
Wastewater Services Review		2					2	\$ 460.00	
Wastewater Construction Permit								\$ -	
Council of Governments Certification								\$ -	
Total Permitting / Approvals		0	0	16	6	0	14	\$ 4,560.00	

BIDDING SUPPORT									
Advertising								\$ -	
Pre Bid Conference								\$ -	
Addendums		4					2	\$ 770.00	
Bid Opening								\$ -	
Bid Processing & Contract Execution								\$ -	
Total Bidding Support		0	0	4	0	0	2	\$ 770.00	



FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description: ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.

Issued by:

Chris Cook

Client: SMHa

Contact: Sam Herlin

CIVIL ENGINEERING		Dwgs	Princ Civil	Project Manager	Project Engineer	Tech	Clerical	Total	Notes
Hourly Rates			\$165.00	\$165.00	\$120.00	\$90.00	\$75.00		
CONSTRUCTION ADMINISTRATION									
Construction Administration									
General Preconstruction Conference									
SWPPP Preconstruction Conference									
Specialty Preconstruction Conferences									
				3			1	\$ 435.00	
Construction Submittal Review									
				2	4			\$ 790.00	
Field Observations									
A) Site Visits with Reports (Assume 4 visits - 3 hours each)									
Weekly									
					12			\$ 1,440.00	
Additional									
B) Full Time									
Resident Engineer/Resident Project Representatives									
								\$ -	
Prepare Change Orders/Supplemental Agreements/RFI's/etc...									
								\$ -	
Permit Closeout Activities									
Municipal Planning									
								\$ -	
Municipal Engineering									
								\$ -	
Municipal Encroachment									
								\$ -	
Stormwater / Land Disturbance									
								\$ -	
Site Visit for OCRM As-Built and Final Project Certification Request									
								\$ -	
Review of As-Built Drawings									
								\$ -	
OCRM Final Project Certification Request									
								\$ -	
NPDES - Notice of Termination Certification									
								\$ -	
SCDOT Encroachment									
								\$ -	
Roadway Encroachment									
								\$ -	
Utility Encroachment									
								\$ -	
Water Supply									
								\$ -	
Witness Pressure Testing									
								\$ -	
Preliminary WS Document Review (As-Built, Easement, Valve Card)									
								\$ -	
Preliminary WS Document Preparation (Owner, KTR, Engineer Forms)									
								\$ -	
Revised Prelim WS Document Review (As-Built, Easement, Valve Card)									
								\$ -	
Site Visit for Utility Commissioning									
								\$ -	
Final WS Document Preparation & Submission									
								\$ -	
SCDHEC-EQC Closeout Package									
								\$ -	
Wastewater									
								\$ -	
Witness Pressure Testing									
								\$ -	
Preliminary WW Document Review (As-Built, Easement)									
								\$ -	
Preliminary WW Document Preparation (Owner, KTR, Engineer Forms)									
								\$ -	
Revised Prelim WW Document Review (As-Built, Easement)									
								\$ -	
Site Visit for Utility Commissioning									
								\$ -	
Final WW Document Preparation & Submission									
								\$ -	
SCDHEC-EQC Closeout Package									
								\$ -	
Substantial Completion Inspection & Report									
								\$ -	
Final Inspection & Report									
								\$ -	
Review Contractor Construction Record Drawings									
								\$ -	
Prepare Electronic Record Drawings									
								\$ -	
Project Close-Out/Final Engineers Report									
								\$ -	
Total Construction Administration		0	2	19	0	1		\$ 2,665.00	



FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description: ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.

Issued by:

Chris Cook

Client: SMHa

Contact: Sam Herin

CIVIL ENGINEERING		Dwgs	Princ Civil	Project Manager	Project Engineer	Tech	Clerical	Total	Notes
Hourly Rates			\$166.00	\$166.00	\$120.00	\$90.00	\$75.00		
Basic Expenses									
Miscellaneous Expenses									
Miscellaneous Reproduction							\$	500.00	
Miscellaneous Deliveries							\$	500.00	
Telephone							\$	-	
Internet Access							\$	-	
Office Supplies							\$	-	
Miscellaneous Expenses							\$	-	
								Subtotal	\$ 1,000.00
								10% Overhead	\$ 100.00
									\$ 1,100.00
Total Basic Expenses									



engineering specialists
EITF SERVICES

FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description: ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.

Issued by:

Chris Cook

Client: SMHA

Contact: Sam Herin

CIVIL ENGINEERING	Dwgs	Princ Civil	Project Manager	Project Engineer	Tech	Clerical	Total	Notes
Hourly Rates		\$165.00	\$165.00	\$120.00	\$90.00	\$75.00		

SUMMARY OF FEES

Subtotal Concept Plan	\$	-
Subtotal Master Plan	\$	-
Total Preliminary	\$	-
Subtotal Schematic Design (SD)	\$	-
Subtotal Design Development (DD)	\$	9,895.00
Subtotal Construction Documents (CD)	\$	8,190.00
Total Design	\$	18,085.00
Total Permitting / Approvals	\$	4,560.00
Total Bidding Documents	\$	22,645.00
Total Bidding Support	\$	770.00
Total Construction Administration	\$	2,665.00
Total Civil Engineering	\$	26,080.00
Total Basic Expenses	\$	1,100.00
Grand Total	\$	27,180.00

Scope of Services:

A) General

- Services are limited to those identified here in.
- Services identified as "Not Included" are not part of this contract.

B) Design

- Assumptions:
 - Property will be developed in accordance with the appropriate municipal requirements.
 - Geotechnical Investigations to be provided by others.
 - Survey provided by others for civil design shall meet the minimum requirements to be specified by ADC Engineering Inc.
 - An approved drainage outfall exists on or immediately adjacent to the property.
 - Water and sewer mains are available on or immediately adjacent to site.
 - Fire hydrant flow tests will be performed by the local utility company or fire department. Cost by Owner.
 - Owner shall provide a valid Wetlands / No Wetlands verification to ADC.

C) Construction Administration Task

- Construction Administration services are limited to those estimated herein.

D) Basic Expenses

- Basic Expenses are fixed and will not exceed those included herein without approval.
- Basic Expenses will be billed as a percentage of complete.
- Permit Fees / Review Fees / Etc... will be paid separately by owner.
- Utility Tap / Impact / Service Fees will be paid separately by owner.

E) Additional Services

- The items listed below are beyond the Scope of Services of this proposal/contract.
 - All efforts associated with extension of water mains.
 - All efforts associated with extension of sewer mains.
 - All efforts associated with the design and permitting of sanitary sewer lift stations.
 - All efforts associated with ROW improvements beyond modifications to an existing curb cut or a new curb cut (such as acceleration/deceleration lanes).
 - All efforts associated with traffic studies or traffic engineering.
 - All efforts associated with cultural or archaeological studies, remediation or design.
 - All efforts associated with environmental studies, remediation or design.
 - All efforts associated with zoning requests, variances and/or annexations.
 - All efforts associated with subdivision of properties and/or plat approvals.
 - All efforts associated with permits to fill or alter wetlands.
 - All efforts associated with project financing, including additional design.
 - All efforts associated with color renderings.
 - All efforts associated with the design of high efficiency irrigation systems.
 - All efforts associated with the design of rain-water capture and re-use systems.



FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description: ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.

Issued by:

Warren Pruitt

Client: SMHa

Contact: Sam Herin

Landscape Architecture	Dwgs	Prime LA \$165.00	Senior LA \$155.00	Junior LA \$120.00	Tech \$80.00	Clarified \$75.00	Total	Notes
DESIGN SERVICES								
Design Development								
Project Management/Administration							\$ -	
Field Investigation			2				\$ 310.00	
Meetings (owner/architect)			2				\$ 310.00	
Coordinate Survey							\$ -	
Ordinance/regulation study							\$ -	
Coordination w/Municipality							\$ -	
Plans								
Tree Mitigation Plan			4				\$ 620.00	
Landscape Site Plan			4				\$ 620.00	
Landscape Planting Plan			6				\$ 930.00	
Landscape Site Details			2				\$ 310.00	
Landscape Planting Details			1				\$ 155.00	
Landscape Irrigation Plan							\$ -	
Specifications								
Contract requirements							\$ -	
Division 1							\$ -	
Technical Specs			1			1	\$ 230.00	
Field Verification							\$ -	
Cost Estimating							\$ -	
Quality Assurance							\$ -	
Design Review Meeting							\$ -	
Subtotal Design Development (DD)	0	0	22	0	0	1	\$ 3,485.00	

DESIGN SERVICES								
Construction Documents								
Project Management							\$ -	
Field Investigation							\$ -	
Meetings (owner/architect)			2				\$ 310.00	
Coordinate Survey							\$ -	
Ordinance/regulation study							\$ -	
Coordination w/Municipality							\$ -	
Plans								
Tree Mitigation Plan			4				\$ 620.00	
Landscape Site Plan			4				\$ 620.00	
Landscape Planting Plan			10				\$ 1,550.00	
Landscape Site Details			2				\$ 310.00	
Landscape Planting Details			1				\$ 155.00	
Irrigation Design							\$ -	
Specifications								
Contract requirements							\$ -	
Division 1							\$ -	
Technical Specs			2			2	\$ 460.00	
Field Verification							\$ -	
Cost Estimating							\$ -	
Quality Assurance							\$ -	
Design Review Meeting							\$ -	
Subtotal Construction Documents (CD)	0	0	25	0	0	2	\$ 4,025.00	
Total Design	0	0	47	0	0	3	\$ 7,510.00	



FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Bees Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description: ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Bees Ferry Road.

Issued by:

Warren Pruitt

Client: SMHa

Contact: Sam Herin

Landscape Architecture	Drugs	Prime LA	Senior LA	Junior LA	Tech	Clerical	Total	Notes
Hourly Rates		\$165.00	\$155.00	\$120.00	\$80.00	\$75.00		

PERMITTING / APPROVALS								
Municipal Planning								
Conceptual Municipal Planning Submittal						\$	-	
Preliminary Municipal Planning Submittal			2			\$	310.00	
Final Municipal Planning Submittal			2			\$	310.00	
Municipal Design Review (BAR, CCORR, ORR)						\$	-	
Conceptual Municipal Arch Submittal			2			\$	310.00	
Preliminary Municipal Arch Submittal			2			\$	310.00	
Final Municipal Arch Submittal						\$	-	
Total Permitting / Approvals	0	0	8	0	0	0	\$ 1,240.00	

BIDDING SUPPORT								
Advertising						\$	-	
Pre Bid Conference			2			1	\$ 385.00	
Addendums			2			1	\$ 385.00	
Bid Opening							\$ -	
Bid Processing & Contract Execution							\$ -	
Total Bidding Support	0	0	4	0	0	2	\$ 770.00	

CONSTRUCTION ADMINISTRATION								
Construction Administration								
General Consultation/Construction Administration			2			\$	310.00	
Review Bonds, insurance certificates/construction schedules						\$	-	
Administer QA inspections/testing/surveying						\$	-	
Construction Submittal Review			1			1	\$ 230.00	
Field Observations								
A) Site Visits with Reports								
Weekly			6			2	\$ 1,080.00	2 site visits
Additional							\$ -	
B) Full Time								
Resident Engineer/Resident Project Representatives							\$ -	
Prepare Change Orders/Supplemental Agreements/RFI's/etc.							\$ -	
Substantial Completion Inspection & Report						\$	-	
Final Inspection & Report			3			1	\$ 540.00	
Review Contractor Construction Record Drawings						\$	-	
Prepare Electronic Record Drawings						\$	-	
Project Close-Out/Final Engineers Report						\$	-	
Total Construction Administration	0	12	0	0	4	\$ 2,160.00		

Basic Expenses								
Fees for Permits/Approvals								
Miscellaneous Expenses								
Reproduction						\$	-	
Deliveries						\$	-	
Mileage						\$	-	
Miscellaneous Expenses						\$	-	
						Subtotal	\$ -	
						10% Overhead	\$ -	
Total Basic Expenses						\$	-	

SUMMARY OF FEES								
						Subtotal Concept Plan	\$ -	
						Subtotal Master Plan	\$ -	
						Total Preliminary	\$ -	
						Subtotal Schematic Design (SD)	\$ -	
						Subtotal Design Development (DD)	\$ 3,485.00	
						Subtotal Construction Documents (CD)	\$ 4,025.00	
						Total Design	\$ 7,510.00	
						Total Permitting / Approvals	\$ 1,240.00	
						Total Bidding Documents	\$ 8,750.00	



FEE PROPOSAL

Issue Date: 08/12/16

Project Name: Charleston Police Dept Forensics Lab

Project Location: Boos Ferry Road, Charleston, SC

ADC Project No: 16238

Project Description: ADC Engineering will provide Civil Engineering and Landscape Architecture services to assist the Owner with the design, permitting, approvals and construction of a new Forensics Laboratory Facility located on a parcel adjacent to an existing Fire Station on Boos Ferry Road.

Issued by:

Warren Pruitt

Client: SMHa

Contact: Sam Herin

Landscape Architecture	Dwgs	Price LA \$165.00	Senior LA \$165.00	Junior LA \$120.00	Tech \$90.00	Clerical \$75.00	Total	Notes
Hourly Rates								
							Total Bidding Support	\$ 770.00
							Total Construction Administration	\$ 2,160.00
							Total Landscape Architecture	\$ 11,680.00
							Total Basic Expenses	\$.
							Grand Total	\$ 11,680.00



STUBBS MULDROW HERIN architects, inc.

Architect and Consultant Agreement - Project Specific Amendment

**Charleston Police Department
Forensic Services
Charleston, SC**

SMHa Project. No:
ADC Engineering Project No: 16238
August 15, 2016

Reference the Standard Form of Agreement Between Architect and Consultant, AIA Document C401, 2007 Edition, dated March 23, 2010, between Stubbs Muldrow Herin architects (SMHa) and ADC Engineering, Inc.(ADC).

Consultant's Discipline:

Structural Engineering, Mark Dillon

Project Description:

Two story, 11,000 sf building

Article 3 - Scope of Consultant's Services

3.1.a ADC will provide structural engineering analysis, design, construction documents and construction administration for the one or two story, 11,000 SF building. ADC will provide plans and specifications with drawings provided in Revit. Construction administration will include RFI response, submittal review and 3 site visits during construction.

Article 11 - Compensation.

11.1 Basic Compensation shall be computed as follows:

Design Development	\$ 4,200.00
Construction Documents	7,800.00
<u>Construction Administration</u>	<u>5,460.00</u>
Total	\$ 17,460.00

SMHA

\$17,000
negotiated.

11.5 Reimbursable Expenses. Only those as defined in the Prime Agreement. The following is only an estimate:

Delivery of Instruments of Service: 200.00


Article 12 - Other Provisions

12.1 *Consultant shall itemize any other provisions herein. Provisions outside of this document will not be incorporated into the Prime Agreement.*

Architect (Signature)

Name, Title

Printed Name and Title



Consultant (Signature)

Mark Dillon, PE

Printed Name and Title



August 10, 2016

Mr. Sam Herin, AIA
Stubbs, Muldrow, Herin Architects, Inc.
400 Hibben Street
Mt. Pleasant, SC 29464

Re: Charleston Police Department Forensic Service Building

Dear Sam:

This is our proposal to provide design phase and construction phase services for the Mechanical, Plumbing, Fire Protection and Electrical systems for this project. The project is a new 11,000 square foot, 1-story Forensic Services Building on Bees Ferry Road. The current proposed budget is \$4 Million dollars.

Design coordination will take place with SMHa and the forensic laboratory specialist group of McClaren, Wilson and Lawrie (MWL).

The proposed facility will contain the following major spaces: Lobby/Reception; Admin, A/V, Evidence Warehouse, Packing & Storage, General Lab, Vehicle Examination, Latent Print, Crime Scene and DEU Lab. Site integration will include Visitor Parking, Loading Service and Secure Staff Parking.

We anticipate a very high level of technology going into the engineering design and an extended coordination effort with the MWL.

The fee is based on producing contract documents utilizing REVIT 2016.

SCOPE OF BASIC FEE SERVICES:

DESIGN PHASE

1. Four design meetings by two disciplines at the Architect's office or in our office.
2. One Design Development and one Construction Document submittal (signed and sealed).
3. Mechanical Design
 - a. Air cooled chiller mounted with integral pumps serving chilled water VAV air handling units. Design will include a DDC controls system that includes building pressurization sequences of operation.
 - b. Fume hoods and laboratory supply, general and exhaust valves serving the General Lab and Latent Prints Rooms. Coordination of lab equipment cooling load requirements.
 - c. General exhaust systems in Evidence/Warehouse and vehicle exhaust system(s) for the Vehicle Examination space.
 - d. Typical VAV and air distribution throughout majority of remaining spaces.
 - e. General restroom exhaust.
 - f. Specifications to be used in a project manual.
4. Plumbing Design to the 5' building line
 - a. PVC waste and vent piping to the five-foot line.
 - b. Coordination of casework for laboratory water and waste in General and Latent Print Labs.
 - c. Copper domestic water piping to the five-foot line.
 - d. Coordination with potential localized de-ionized water supply system in lab.
 - e. Storage-type or instantaneous water heater per tenant space as defined on the Architectural drawings.
 - f. Flush-valve type water closets and standard ADA compliant fixtures.
 - g. Oil / Water separator and trench drains for vehicle examination space.
 - h. Specifications to be used in a project manual.

DWG INC CONSULTING ENGINEERS

1009 Anna Knapp Blvd., Suite 202 • Mt. Pleasant, SC 29464 • Phone (843) 849-1141 • Fax (843) 849-6756
www.dwginc.com

5. Fire Protection
 - a. Provide a Sprinkler Specification Sheet to be submitted to the local permitting official.
 - b. Provide a Sprinkler Specification Sheet and Certificate of Compliance (C of C) for the sprinkler shop drawings. This will require a review of the contractor's drawings, specifications and product data. The sprinkler contractor shall be required to submit these documents to the Engineer for review in a timely fashion and make the changes directed by the Engineer and resubmit to the Engineer as well as make any changes required by the AHJ and resubmit to the Engineer. The Engineer will provide revisions to the C of C and SSS per LLR direction.
6. Electrical Design
 - a. Design of and/or Coordination for bringing utility power, telephone, and television from the property line to the appropriate places on the project site.
 - b. Standard interior lighting designed per IES guidelines for majority of spaces. Coordination of specialized task specific lighting in Labs and Vehicle Examination spaces.
 - c. Standard power system design in administration and common spaces. Coordination of power distribution for lab equipment and audio / visual equipment in others.
 - d. Rough-in for voice / data / television / security service entry for equipment and cable systems that will be provided by others. Additional vendor and owner security coordination likely required due to nature of building. Coordination of security gate and exterior cameras.
 - e. Specifications to be used in a project manual.
 - f. Design of fire alarm system

CONSTRUCTION PHASE

1. Review Contractor's submittals for HVAC, Plumbing and, Electrical and Fire Protection.
2. Visit the site for construction phase services. Visits are to be made at such time as required by the progress of Mechanical/Electrical work and as directed by the Architect.

ITEMS SPECIFICALLY EXCLUDED FROM SCOPE OF WORK OR INCLUDED AS FEE OPTIONS:

DESIGN PHASE

1. Design for the removal of asbestos insulating materials from existing piping and the removal of specific items of PCB contaminated electrical equipment.
2. Studies as follows:
 - a. Computerized Energy Analysis and/or Economic Analysis for HVAC or lighting systems and/or building components.
 - b. Value Engineering Analysis.
 - c. Life Cycle Cost Analysis.
3. Design of any work beyond the 5' building line unless specifically included in the scope of services.
4. Statements of probable construction costs.
5. Detailed cost estimate.
6. Design coordination submittals, hard copy or electronic, beyond what is described below.
7. Design of site or parking lot lighting.

CONSTRUCTION PHASE

1. Handling of documents through permit and bid process.
2. Pre-bid conferences.
3. Preconstruction conferences.
4. Review of Contractor's submittals for process controls and other electrically operated or controlled equipment which is specified by others.
5. Review Contractor's submittals which significantly alter the quality and/or original design intent of the contract documents.

6. Defending the Client against claims made by the Contractor which later proved to be no fault of the Engineer.
7. Defending the Client against conflicting code interpretations by code enforcing or review agencies.
8. Corrected final drawings based on Contractor's marked up set.

CHANGES IN SCOPE

- A. Items shown to be included in the scope of work are based on our knowledge of the project, to date. It is possible that, as the design progresses, there may be code or owner-required systems that become necessary, which were not included in this proposal. The design of any system or performing any other service, within the Engineer's area of practice, other than those listed herein will be considered "Additional Services" as defined later in this document.
- B. Any significant changes to the Architectural plan, after commencement of the engineering work, will result in "Additional Services" as defined later in this document.

DELIVERABLES

- A. The Engineer will furnish the Client with electronic or one set of printed documents, for coordination purposes as the design progresses.
- B. The Engineer will furnish the Client one set of reproducible drawings and specifications to be used by the Client for reproduction of bid sets.

FEE

- A. We will provide **basic** engineering services on a fixed-fee basis as follows:

1. Design:	\$ 71,000
2. Submittal Review / RFI's:	\$ 4,100
3. Construction Review (15 Site Visits):	\$ 7,500
4. Reimbursable Expenses:	\$ 200

\$ 82,800

- B. We will provide **fee option** engineering services on a fixed-fee basis as follows:

1. Site Lighting:	\$ 1,800
-------------------	----------

\$80,000
Negotiated

REIMBURSABLE EXPENSES

- A. Costs of reproduction over and above normal printing of progress sets of drawings and specifications such as multiple sets for preliminary pricing or review.
 1. Plan Sheets \$5.50 per sheet
 2. Other Actual cost plus 10%
- B. Messenger or other special delivery for the client's convenience --- Actual cost plus 10%.
- C. Travel expenses to do field work, attend meetings, and other functions.
 - Auto Mileage at current IRS rates
 - Meals at cost plus 10%
- D. Furnishing discs with drawings and specifications when it is not a part of the original scope of work. Actual cost including media cost and staff time.

ADDITIONAL SERVICES

- A. Services beyond those defined herein, will result in additional fees. The Engineer will perform the additional service on an hourly or hourly-not-to-exceed basis, using the hourly rates published herein.
- B. A written amendment describing the scope of the additional service, time frame for making the changes and fee cap, if applicable, is required prior to proceeding.

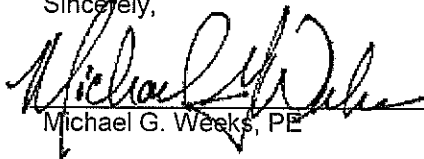
HOURLY RATES

Our current hourly rates are:

Principal	\$185.00
Team Leader	\$170.00
Project Manager	\$155.00
Commissioning Agent (CxA)	\$150.00
Communications Designer (RCDD)	\$155.00
Engineer (Registered)	\$140.00
Engineer (Non-Registered)	\$120.00
BIM	\$ 95.00
Administrative	\$ 80.00

If this proposal is acceptable, please attach it as an exhibit to the Agreement that you intend for us to execute. Thank you for your confidence in our staff and our ability to be of service to you. We look forward to being on your team.

Sincerely,


Michael G. Weeks, PE

TITLE: Principal
DWG, INC.

Accepted

TITLE: _____

DATE: _____



McClaren, Wilson & Lawrie, Inc.

11798 North Lakeridge Parkway

Ashland, Virginia 23005

(804) 228-7473

April 26, 2016

Sam Herin, AIA
Stubbs Muldrow Herin Architects Inc.
400 Hibben Street
Mount Pleasant, SC 29464

Re: Teaming Agreement:
Police Department Forensic Services Building – Charleston
CP1617

Dear Sam:

McClaren, Wilson & Lawrie, Inc. (MWL) has built an international reputation for the planning and design of architecture for forensic sciences, forensic pathology, public safety, and law enforcement facilities and appreciates your expression of interest in teaming for this project.

This teaming agreement has been prepared to ensure there are no misunderstandings as to the respective scopes and roles between firms. Please review it. Should you discover areas requiring clarification, feel free contact me.

Throughout the term of this agreement the relationship of Stubbs Muldrow Herin Architects Inc. (SMHA) and MWL will be as entities working in cooperation with each other and not as partners, joint ventures, or agents of each other. SMHA will serve as the prime architect and MWL as the consultant. Neither party has the right to make commitments of any kind for or on behalf of the other party without prior consent.

With this agreement it will be necessary to transfer marketing information to each other. This information is proprietary and confidential and to be used only for the terms of this agreement.

If you are in agreement with the scope and terms identified below please indicate by returning a signed, electronic copy of this agreement to MWL's business development manager. Marketing material will be forwarded to you at that time. Customized formatting of MWL marketing material is the responsibility of the prime firm.

We ask that an electronic copy (PDF) of the submitted proposal be forwarded to MWL's business development manager upon its submittal.

Following is the general scope of services, subject to the actual final scope for this specific project. It is intended that the work be allocated in the following manner:

*Architecture for Law Enforcement
And the Forensic Sciences*

Arizona • Illinois • Virginia

www.mwlarchitects.com

1.0 Pre-Design

1.1 Needs Assessment and Programming Services

MWL will lead the efforts in conducting the space needs analysis/assessment and/or programming together with SMHA. This will include any validation and/or update(s) of previous space needs studies and/or programming efforts.

1.2 Conceptual Design

MWL will lead the development of conceptual site plans and floor plans (buildings and structures), coordinating with SMHA for the development of two or three-dimensional view presentation drawings and phase documentation. SMHA and MWL will present any concept designs together.

1.3 Cost Estimates

SMHA will be responsible for development of cost estimates or life cycle cost analysis efforts. MWL will offer assistance with cost estimating as required within its area of expertise.

1.4 Delivery Method

If the Owner elects to utilize an alternative delivery method for the project, MWL will participate in efforts to prepare design-build "bridge" documents if the Owner selects this method.

2.0 Schematic Design

MWL will join with SMHA in the preparation of site plan, floor plans and elevations. MWL and SMHA will jointly present any schematic designs to the client.

2.1 Site Plan

MWL will work jointly with SMHA to prepare the site plan with MWL providing input on site circulation related to laboratory support and needs. SMHA will assume the leadership role in efforts related to overall site planning and will prepare the Schematic Design Site Plan.

2.2 Floor Plan/Elevations

SMHA will lead in the creation of the building's exterior design and elevations. MWL's participation in the development of exterior elevations will be limited to security related issues. Correspondingly, MWL will lead efforts in the development and subsequent refinement of the floor plans for the forensic science laboratory, forensic pathology and related areas.

2.3 Computer Aided Design

MWL will perform initial dimensional tests of the floor plans they develop using REVIT and provide files to SMHA to use in preparation of the building REVIT model. We assume the model will include structural frame with floor plates, elevations, walls, doors and windows. Once the building model is established, MWL will link its laboratory model, also prepared in REVIT.

2.4 Schematic Refinement

MWL will review and offer functional opinions and suggestions regarding building elevations, floor-to-floor heights, accreditation standards, site planning issues, and materials of construction consistent with high security buildings. MWL will coordinate with the consultant team regarding the functional requirements of the project relative to their respective disciplines.

2.5 Cost Estimates

SMHA will be responsible for development of cost estimates or life cycle cost analysis efforts. MWL will provide assistance with cost estimating as required within its area of expertise.

2.6 Meetings and Presentations

MWL will participate in on-site meetings and presentations as negotiated.

2.7 Equipment Book and Room Data Sheets

MWL will assume leadership in gathering equipment and room data information needed in later phases of design. The equipment information will be limited to units that will have a significant affect on design due to special utilities needs, large size, heavy load, vibration control or heat generation. MWL will continue to update this book during Schematic Design and Design Development phases as required.

3.0 Design Development *(In the event of the project moving forward, the intended scope would be as follows.)*

3.1 Description of Specialty Systems

MWL will prepare and provide detailed REVIT layouts for forensic science laboratories, medical examiner suites and/or other laboratories. Examples of these layouts will be related to firearms testing, property and evidence, DNA, latent print, drug analysis, photography, autopsy, BSL-3 autopsy, histology, anthropology and training. We expect all REVIT/drafting work related to the laboratories (casework drawings, specialty equipment and specialty lab details) will be completed by MWL. Floor plans will be prepared in REVIT illustrating casework organization. Specialty details will be prepared using REVIT.

3.2 Specialty Equipment

MWL will advise on specialty equipment for the laboratory and/or medical examiner spaces.

3.3 Security Plan

MWL will establish the security plan (philosophy) to define security zones and will initially identify parameters, types of equipment, and locations for security systems for the areas identified in item 3.1 within the building. Engineering and specifications for these security systems will need to be provided by other consultants.

3.4 Specialty Millwork

MWL will suggest and provide detailed assistance with functional specialty areas and security specialties such as counters, pass-through areas, transaction trays, ballistic windows/counters, etc.

3.5 Laboratory Casework / Autopsy Equipment

MWL will provide specialty detailing and specifications at design development and construction document phases for the example areas identified in item 3.1. MWL will prepare detailed casework plans for all laboratory spaces. MWL will select fume hoods and biological safety cabinets.

3.6 Design Team DD Review

MWL will participate in architectural and engineering review meetings at strategic points in the DD design process. MWL will perform a review of the architectural and engineering DD drawings, emphasizing coordination with the specialty design components for which MWL is responsible.

3.7 Client Presentations

MWL will participate in regular user group meetings and presentations as negotiated.

4.00 Construction Documents

4.1 Design Team CD Review

MWL will participate in regular architectural and engineering review meetings at strategic points in the design process. MWL will perform a review of the architectural and engineering CDs at 65% CD, or similar mid-point of construction document development, and a review of the completed construction documents emphasizing coordination with the specialty design components for which MWL has provided details and specifications.

4.2 Drawings and Specifications

MWL will provide REVIT generated construction drawings and standard PDF formatted specification sections for the efforts outlined in 3.1. Documents will include SMHA drawing borders and specification headers and footers.

4.3 Client Reviews and Presentations

MWL will participate in regular user group meetings and presentations.

5.0 Bidding and Construction

5.1 Requests for Substitutions/Bidder Questions

MWL will review and respond to substitution requests and bidders questions for items specified by MWL. During construction, MWL will review shop drawings, RFIs and submittals related to items specified by MWL.

5.2 Construction Observation

MWL will perform a minimum of three progress observation visits. MWL site visits will begin once utility rough-ins are completed and continue through initial punch list, punch list completion and substantial completion for the specialty design components for which MWL has specified. It is understood that MWL encourages the greatest possible amount of participation in this phase of the project.

5.3 Post Construction

During post construction commissioning, if negotiated, MWL will review commissioning reports and make a final site visit to review the final work.

6.0 Representations/Project Credit

6.1 Firm Representation

MWL will be clearly listed as the "Laboratory Design Consultant " or "Medical Examiner (or Coroner) Consultant" on progress and bid documents or any marketing materials and subsequent publications and awards submissions produced by SMHA.

6.2 Building Dedication Plaque

If a building plaque is posted on the building that identifies SMHA, MWL will be included and listed per 6.1.

7.0 Exclusivity, Confidentiality and Interview Policies

7.1 Exclusivity

Except in rare instances and when agreed upon in advance, MWL does not offer "exclusivity" to firms in marketing efforts.

7.02 Confidentiality and Equality

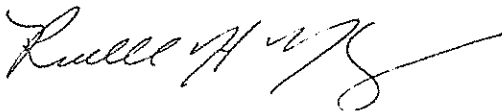
When MWL pursues marketing opportunities with multiple firms, the names of the firms with which MWL is teamed are not disclosed to the other firms, nor does MWL disclose the unique concept or approach of a proposing firm. In the interest of fairness all firms will receive the same standard material for proposals. Additional information requested by individual firms may be different per requests.

7.3 Interviews

When short-listed MWL makes every attempt to attend on-site interviews. When teamed with multiple firms, MWL will participate in the interviews only when available to attend with all teams. In the event of scheduling at times MWL cannot be present for all interviews, every effort is made to treat all firms equally perhaps joining all interviews by telephone, for example. The same MWL staff members will participate with each shortlist team.


Thank you for your interest in teaming with McClaren, Wilson & Lawrie, Inc. We look forward to a successful effort and the opportunity to collaborate with you!

Sincerely,



Russell H. McElroy AIA NCARB
Senior Principal • McClaren, Wilson & Lawrie, Inc.

Agreed upon by:

Name:  _____

Title: VP/Secretary-Treasurer Date: April 26, 2016

12-Aug-16

City of Charleston - Dept of Parks - Capital Projects, CP1617 Police Dept FS Building

11,000 Square Feet

\$420

\$4,620,000

Charleston, SC

Stubbs

plus estimated reimbursable expenses.

Expenses	Labor	Total by Phase
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Programming Review & Update Phase	\$2,880	\$11,550	\$14,430
Schematic Design Phase	\$2,880	\$15,510	\$18,390
Design Development Phase	\$2,880	\$28,220	\$31,100
Construction Document Phase	\$2,880	\$22,625	\$25,505
Bidding & Construction Admin Phase	\$2,427	\$16,905	\$19,332
Commissioning	\$0	\$0	\$0
TOTALS	\$13,946	\$94,810	\$108,756

\$92,500
Negotiated.

PROPOSAL: DESIGN CONSULTATION

12-Aug-16

City of Charleston - Dept of Parks - Capital Projects, CP1617 Police Dept FS Building
 Charleston, SC
 For: Stubbs Muldrow Herin Architects, Inc.

Senior Principal \$235	Principal \$225	Architect \$125	Technical Support \$85
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Trip Task Description

Programming Review & Update Phase				Totals	Remarks
1	Project startup	1	1	0	\$460
	Team Kickoff meeting & detail space programming workshop	12	12	0	\$5,520
	Prepare area calculations and Basis of Design DRAFT 1	4	0	0	\$940
	Follow-up phone calls for program coordination details	4	0	0	\$940
	Follow-up WebEx interviews to review detailed space program	4	4	0	\$1,840
	Prepare area calculations and Basis of Design FINAL	3	3	0	\$1,380
	Correspondence via email, phone, WebEx	2	0	0	\$470
Total Labor Fee: Programming Review & Update Phase				30	20
Estimated Reimbursable Expenses from below				0	0
TOTAL THIS PHASE					\$11,550
Total trips this phase with 2 architects per trip					\$2,880
					\$14,430

1 Total trips this phase with 2 architects per trip

Probable Reimbursable Expenses this Phase:			
	Qty.	Unit Exp.	Total
Airfare	2	\$700	\$1,400
Hotel	4	\$180	\$720
Per Diem	4	\$55	\$220
Rental Cars	2	\$65	\$130
Airport parking	4	\$12	\$48
Printing/Webex Fees	1	\$50	\$50
Courier/Postage	1	\$50	\$50
Total Reimbursable Expenses @ 1.1			\$2,880

* Airfare is based on 14 day advance purchase

Deliverable: Updates program

Deliverable: Basis of Design document

PROPOSAL: DESIGN CONSULTATION

12-Aug-16

City of Charleston - Dept of Parks - Capital Projects, CP1617 Police Dept FS Building
Charleston, SC
For: Stubbs Muldrow Herin Architects, Inc.

Senior Principal \$235	Principal \$225	Architect \$125	Technical Support \$85
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Trip
No. Task Description

Schematic Design Phase				Totals	Remarks
1	Develop concept design Options	8	0	0	\$2,880
	Review concept design options w/ client	12	0	0	\$4,320 1.5 days 2 Arch
	Schematic Plan generation: initial building plans @ 1/8"	4	0	0	\$1,940
	Review SD plans with users & engineers	6	0	0	\$2,160 WebEx
	Final schematic plan development	2	0	0	\$970
	Prepare equipment/room data book	0	8	0	\$1,800
	Diagrammatic security plan	0	0	0	\$0 Excluded
	Executive Summary SD narrative	0	0	0	\$0 Excluded
	Consultation & correspondence via email, phone, fax	4	0	4	\$1,440
Total Labor Fee: Schematic Design Phase		36	8	42	\$15,510
Estimated Reimbursable Expenses from below					\$2,880
TOTAL THIS PHASE					\$18,390

1 Total trips this phase with 2 architects per trip

Probable Reimbursable Expenses this Phase:				Qty.	Unit Exp.	Total
Airfare				2	\$700	\$1,400
Hotel				4	\$180	\$720
Per Diem				4	\$55	\$220
Rental Cars				2	\$65	\$130
Airport parking				4	\$12	\$48
Printing/Webex Fees				1	\$50	\$50
Courier/Postage				1	\$50	\$50
Total Reimbursable Expenses @ 1.1						\$2,880

* Airfare is based on 14 day advance purchase

Deliverable: Schematic plan
Deliverable: 1st draft equipment book

PROPOSAL: DESIGN CONSULTATION

12-Aug-16

City of Charleston - Dept of Parks - Capital Projects, CP1617 Police Dept FS Building
 Charleston, SC
 For: Stubbs Muldrow Herin Architects, Inc.

Trip No.	Task Description	Senior Principal \$235	Principal \$225	Architect \$125	Technical Support \$85
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Design Development Phase					Totals	Remarks
1	Lab Casework/Plant/Equipment Work Sessions	0	12	12	0	\$4,200 1.5 days 2 Arch
	Develop CAD 1/4" scale lab casework/equip. plans	0	0	48	0	\$6,000
	Lab casework schedule	0	2	4	0	\$950
	Lab equipment schedule	0	2	4	0	\$950
	Sink Schedule	0	1	1	0	\$350
	Fume Hood Schedule	0	1	1	0	\$350
	Biohood Schedule	0	1	1	0	\$350
	Critical Specialty details	0	4	8	0	\$1,900
	Lab finishes discussion	0	2	0	0	\$450
	Specifications					
	• 11 27 00 - Photographic Equipment	1	0	2	0	\$485
	• 11 53 00 - Laboratory Equipment	1	0	3	0	\$610
	• 11 53 13 - Fume Hoods	1	0	1	0	\$360
	• 11 53 53 - Biological Safety Cabinets	1	0	1	0	\$360
	• 12 35 53 - Lab Casework & Accessories, etc.	1	0	3	0	\$610
	• 13 49 26 - RF Shielded Rooms	2	0	0	0	\$470

Consultation & correspondence via email, phone, fax	4	2	4	0	\$1,890
Review cost estimate on lab portions	2	0	2	0	\$720
Review and redline 90% DD documents (lab portions)	0	12	12	0	\$4,200
Engineering Coordination meetings (via WebEx)	4	0	4	0	\$1,440
Update room data sheets	0	4	0	0	\$900
Update equipment data book	0	3	0	0	\$675
Total Labor Fee: Design Development Phase	17	46	111	0	\$28,220
Estimated Reimbursable Expenses from below					\$2,880
TOTAL THIS PHASE					\$31,100

1 Total trips this phase with 2 architects per trip

Probable Reimbursable Expenses this Phase:					
Airfare	Virginia to: Charleston, SC				
Hotel		2	Qty.	Unit Exp.	Total
Per Diem		4		\$700	\$1,400
Rental Cars		4		\$180	\$720
Airport parking		2		\$55	\$220
Printing/Webex Fees		4		\$65	\$130
Courier/Postage		1		\$12	\$48
		1		\$50	\$50
				\$50	\$50
Total Reimbursable Expenses @ 1.1					\$2,880

* Airfare is based on 14 day advance purchase

Deliverable: Design Development plans
Deliverable: Final draft equipment & roomdata book

PROPOSAL: DESIGN CONSULTATION

12-Aug-16

City of Charleston - Dept of Parks - Capital Projects, CP1617 Police Dept FS Building
Charleston, SC

For: Stubbs Muldrow Herin Architects, Inc.

Senior Principal \$235	Principal \$225	Architect \$125	Technical Support \$85
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Trip

No. Task Description

Construction Document Phase				Totals	Remarks
half	Final user reviews (unit by unit)	8	0	8	\$2,880 1 days 2 Arch
half	Engineering Coordination meetings (MEPS)	8	0	8	\$2,880 1 days 2 Arch
	Complete 1/4" scale lab casework/equip. plans	4	8	24	\$5,740
	Complete lab casework schedule	0	1	2	\$475
	Complete lab equipment schedule	0	1	2	\$475
	Update sink schedule	0	1	1	\$350
	Update fume hood Schedule	0	1	1	\$350
	Update biohood schedule	0	1	1	\$350
	Specialty construction details	0	8	10	\$3,050
	Finalize Specifications:				
	• 11 27 00 - Photographic Equipment	0	0	2	\$250
	• 11 53 00 - Laboratory Equipment	0	0	3	\$375
	• 11 53 13 - Fume Hoods	0	0	1	\$125
	• 11 53 53 - Biological Safety Cabinets	0	0	1	\$125
	• 12 35 53 - Lab Casework & Accessories, etc.	0	0	3	\$375
	• 13 49 26 - RF Shielded Rooms	1	0	0	\$235

Consultation & correspondence via email, phone, fax	4	4	4	0	\$2,340
Review cost estimate	0	2	0	0	\$450
Update Equipment Book	0	0	0	0	\$0
95% Review and redline progress CDs (lab portions)	0	8	0	0	\$1,800
Total Labor Fee: Construction Document Phase	25	35	71	0	\$22,625
Estimated Reimbursable Expenses from below					\$2,880
TOTAL THIS PHASE					\$25,505

1 Total trips this phase with 2 architects per trip

Probable Reimbursable Expenses this Phase:					
Airfare	Virginia to: Charleston, SC				
Hotel		2	\$700		\$1,400
Per Diem		4	\$180		\$720
Rental Cars		4	\$55		\$220
Airport parking		2	\$65		\$130
Printing/Webex Fees		4	\$12		\$48
Courier/Postage		1	\$50		\$50
		1	\$50		\$50
Total Reimbursable Expenses @ 1.1					\$2,880

* Airfare is based on 14 day advance purchase

- Deliverable: CAD 1/4" lab plans
- Deliverable: CAD 1/4" cabinet elevation sheets
- Deliverable: CAD schedules
- Deliverable: CAD drawing details
- Deliverable: PDF Specifications

PROPOSAL: DESIGN CONSULTATION

12-Aug-16

City of Charleston - Dept of Parks - Capital Projects, CP1617 Police Dept FS Building
 Charleston, SC
 For: Stubbs Muldrow Herin Architects, Inc.

Senior Principal \$235	Principal \$225	Architect \$125	Technical Support \$85
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Trip

No. Task Description

Bidding & Construction Admin Phase				Totals	Remarks
	4	2	0	0	\$1,390
Respond to bidders questions					
Prepare addendums	2	0	2	0	\$720
Review substitutions	2	0	0	0	\$470
Shop drawing review (for all specs prepared by MWL)	0	16	24	0	\$6,600
Consultation & correspondence via email, phone, fax	4	4	4	0	\$2,340
Site visit-mockup casework review	0	0	8	0	\$1,000 1 Day 1 Arch
Site visit-punch list preparation	0	0	8	0	\$1,000 1 Day 1 Arch
Site visit-punch list final inspection	0	0	0	0	\$0 By SMH
Answer RFIs	0	8	8	0	\$2,800
Project Closeout	1	1	1	0	\$585
Total Labor Fee: Bidding & Construction Admin Phase	13	31	55	0	\$16,905
Estimated Reimbursable Expenses from below					\$2,427
TOTAL THIS PHASE					\$19,332

2 Total trips this phase with 1 architects per trip

Probable Reimbursable Expenses this Phase:				Qty.	Unit Exp.	Total
Airfare	Virginia to: Charleston, SC			2	\$700	\$1,400
Hotel				2	\$180	\$360
Per Diem				3	\$55	\$165
Rental Cars				3	\$65	\$195
Airport parking				3	\$12	\$36
Printing/Webex Fees				1	\$50	\$50
Courier/Postage				0	\$50	\$0
Total Reimbursable Expenses @ 1.1						\$2,427

* Airfare is based on 14 day advance purchase



1010 E. North St., Ste C-2
Greenville, SC 29601
(864) 232-9342 fax (864) 233-2573
www.AkenCost.com

August 9, 2016

Mr. Sam Herin, AIA
Stubbs Muldrow Herin Architects, Inc.
400 Hibben Street
Mount Pleasant, SC 29464

Subject: Complete Construction Cost Consulting Services Fee Proposal for
New Police Forensics Laboratory
City of Charleston Police Department
Charleston, SC

Dear Sam,

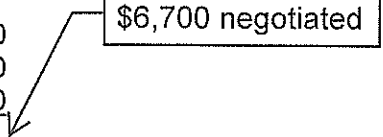
Thank you for another opportunity to serve Stubbs Muldrow Herin and the City of Charleston in the preparation of construction cost estimates for the new Police Forensics Laboratory. We plan to utilize the *ACC Progressive* cost estimating system for our work on this project. *ACC Progressive* follows a logical format, covers all required disciplines, and is easy to read and understand by both technical and non-technical users. It was developed specifically to simplify review and analysis of building and site work systems for institutional projects.

The Schematic Design cost estimate will be based on the concept drawings/sketches, narratives, and historic cost information from relevant projects, as well as your responses to our Schematic Design Questionnaire and any other information provided by the Stubbs Muldrow Herin design team. ACC Estimators will prepare a building systems summary estimate that consists of about 50 line-items. The estimate format will include a project rationale to describe the estimating team's assumptions. It will allow for analysis by system quantity and unit costs, as well as gross square footages of the building.

At the Design Development phase submittal, ACC will prepare a detailed estimate, based on the latest SMH design documents, which breaks the building and site systems down into specific assemblies and equipment, such as door assemblies, roofing, each wall type, HVAC, electrical systems, etc. This estimate can be used to analyze the cost of each component of the work within each system, to develop some design alternates for consideration, and to "value engineer" the project if necessary. At this level, ACC estimators will contact local vendors, for budget quotations on the most expensive, or unique portions of the project.

When the Construction Documents are nearing completion, ACC will prepare a final estimate that is fully detailed for analysis of labor and material costs. This estimate can be used to make final adjustments to the design, and to compare with contractor bids. We will obtain more local quotes, add any bid alternates and reduce or eliminate the design/estimating contingencies that were necessary at the Schematic and Design Development phases.

We would like to suggest the following fee breakdown for our cost consulting services:

<u>ESTIMATE LEVEL</u>	<u>ACC FEE</u>	
Schematic Design Phase	\$ 1,600	 \$6,700 negotiated
Design Development Phase	\$ 3,040	
Construction Document Phase	\$ 2,240	
Total Estimating Fee	\$ 6,880	

As your cost estimating consultant, we will also be available to you and the rest of the design team for comparative cost analyses/value engineering, and other cost consultations. Our average man hour rate is \$80/hr. Charges for meetings in Charleston or Mt. Pleasant (if required) will be subject to your prior approval, and will be accomplished on a time and expense basis.

We feel that the City of Charleston and the Stubbs Muldrow Herin design team will both benefit by having Aiken Cost Consultants involved in the project. However, because we have no control over contracting methods, General or Subcontractor overhead and profit percentages, bidding climates, schedules, continuing design modifications or addenda, etc., we cannot guarantee that the bids received will be within a certain range of our estimate. Aiken Cost Consultants estimates are intended to be used as a professional opinion of the probable cost of construction, based on our understanding of the design at the time the estimate was prepared. Aiken Cost Consultants limits our liability for any and all claims, losses or damages to the total fees paid to us for our services rendered on this project.

Thank you again for this opportunity. If you have questions regarding this proposal, please call me at (864) 232-9342.

Sincerely,

Aiken Cost Consultants, Inc.



Bradley H. Aiken, CPE

Proposal Accepted,

Stubbs Muldrow Herin Architects, Inc.

Sam Herin, AIA

Date:

Exhibit B
to Standard Form of Agreement Between Owner and Architect
CP-1617 - Police Department Forensics Services Building

City of Charleston

Stubbs Muldrow Herin architects, inc.

August 31, 2016

2016 Schedule of Hourly Rates and Reimbursables - Attached for the following:

Stubbs Muldrow Herin architects, inc.

McLauren Wilson and Lawrie, Inc.

ADC Engineering

DWG Engineering

These rates may be adjusted 24-months after the execution of the Agreement.



STUBBS MULDROW HERIN architects, inc.

January 1, 2016

STANDARD HOURLY RATES AND EXPENSE SCHEDULE

Stubbs Muldrow Herin architects, inc. will provide professional services on a time and expense basis as follows:

1. For services provided compensation shall be at the following rates;

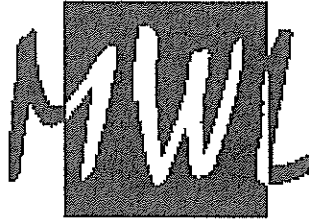
Principal III	\$160
Principal II	\$140
Principal I / Architect IV	\$120
Architect / Project Manager III	\$100
Architect / Project Manager II	\$90
Architect / Project Manager I	\$80
Intern Architect I	\$75
Intern	\$35
Clerical, Administrative Support	\$45

2. For services of consultants under contract with the Architect (ie: structural, mechanical and electrical engineering services) a multiple of 1.10 times the amount billed to the Architect.
3. For Reimbursable Expenses (i.e. reproduction, postage, telephone, renderings, etc.), a multiple of 1.10 times the amount expended by the Architect. For limited quantities the following rates will apply:

Full Size B&W Reproduction Copies	\$3.50/sheet
Half Size B&W Reproduction Copies	\$1.50/sheet
Full Size Color Reproduction Copies	\$32.00/sheet
Half Size Color Reproduction Copies	\$10.00/sheet
Document Copies (B/W)	.20/copy
Document Copies (Color)	.80/copy
Automobile mileage (out of town)	\$0.54/mile

4. Services will be invoiced on a monthly basis. Payment is due upon receipt. A late fee of 1.5% per month will be applied after 30 days.
5. This schedule is subject to change every six months.





HOURLY CHARGE RATE SCHEDULE 2016

OFFICE COMPENSATION RATES EFFECTIVE JANUARY 1, 2016

INTRODUCTION

The following personnel rate categories and reimbursable charges are made a part of the agreement for A/E services. Billable hourly rates will be based on the classification of personnel assigned to the project. McClaren, Wilson, & Lawrie, Inc. may adjust the rates set forth in this agreement at the beginning of each calendar year.

PERSONNEL CLASSIFICATION

***HOURLY RATES**

Senior Principals

\$235.00 per hour

Principals

\$225.00 per hour

Senior Project Architects

\$185.00 per hour

Architects/Lab Planners

\$125.00 per hour

Technical Staff

\$105.00 per hour

Office Assistant

\$85.00 per hour

Sub consultants

Cost plus 10%

REIMBURSABLE EXPENSES

(Including travel related expenses, postage, courier, photocopy, fax, telephone, and misc.)

Direct cost plus 10%

TERMS

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of the invoice date. Interest will be added to accounts in arrears at the rate of four percent (4%) of the declining balance for each month of delinquency, not to exceed an annual percentage rate of twelve percent (12%).

McClaren, Wilson, & Lawrie, Inc.

fee schedule

Hourly Rates

A number of activities are difficult to clearly define as to complexity and probable time of involvement, therefore the fee structure in such situations shall be:

Discipline	2016 Rate (\$) / Hour*
Principal	165
Project Manager / Senior Structural Engineer	155
Structural Engineer	140
Senior BE / Roof / Waterproofing Consultant	140
BE / Roof / Waterproofing Consultant	120
BE / Roof Technician	90
Project Manager / Senior Civil Engineer	155
Project Engineer / Designer	120
Civil Technician	90
Senior Landscape Architect	155
Junior Landscape Architect	120
Construction Administration	120
Administration	75

*Plus expenses

1226 YEAMANS HALL ROAD
HANAHAN, SC 29410
043-566-0161
fax 043-566-0162
ADCENGINEERING.COM



Construction Administration

Construction Administration services are typically defined for the specific project requirements. However, when these services are not clearly defined as to complexity and probable time of involvement, the fee structure in such situations shall be:

Activity	2016 Rate (\$) / activity*
Conduct Construction Conferences / Meetings	1,035
Milestone Site Visits	800
Progress Site Visits	685
*Plus expenses	

Litigation Activities

Services associated with potential litigation activities such as preparation, research, advice, or for professional witness activities when related to arbitration, mediation, deposition and testimony, the fee structure in such situations shall be: *(Any request, emanating either directly or indirectly from an Attorney, shall be considered to lie within the framework.)*

Activity	2016 Rate (\$) / activity*
Professional Services	210
*Plus expenses	

Expenses

In addition to the noted hourly rates, expenses will be billed at cost plus ten percent. Expenses may include renderings, reproduction, photography, delivery charges, permit/approval fees, travel, and subconsultant invoices:

Activity	2016 Rate (\$) / activity
Mileage	\$0.54 / Mile



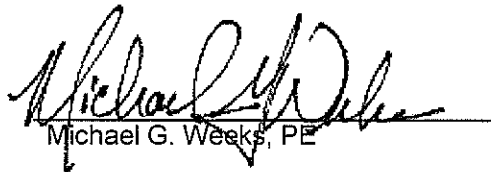
ADDITIONAL SERVICES

- A. Services beyond those defined herein, will result in additional fees. The Engineer will perform the additional service on an hourly or hourly-not-to-exceed basis, using the hourly rates published herein.
- B. A written amendment describing the scope of the additional service, time frame for making the changes and fee cap, if applicable, is required prior to proceeding.

HOURLY RATES

Our current hourly rates are:

Principal	\$185.00
Team Leader	\$170.00
Project Manager	\$155.00
Commissioning Agent (CxA)	\$150.00
Communications Designer (RCDD)	\$155.00
Engineer (Registered)	\$140.00
Engineer (Non-Registered)	\$120.00
BIM	\$ 95.00
Administrative	\$ 80.00



Michael G. Weeks, PE

Exhibit C

to Standard Form of Agreement Between Owner and Architect
CP-1617 - Police Department Forensics Services Building

City of Charleston

Stubbs Muldrow Herin architects, inc.

August 31, 2016

Project Directory

City of Charleston (843) 724-7191

Department of Parks, Capital Projects
823 Meeting Street
Charleston, SC 29403

Curt Berg, RA Senior Proj. Manager bergc@charleston-sc.gov

Stubbs Muldrow Herin architects, inc. (843) 881-7642

400 Hibben Street
Mount Pleasant SC 29464

Sam Herin, AIA Principal s.herin@smha.com
Billy Connell, AIA Project Manager b.connell@smha.com

McLauren Wilson and Lawrie, Inc. (804) 228-7473

11798 N. Lakeridge Parkway
Ashland VA 23005

Russell McElroy, AIA Lab Sr. Principal mcelroy@mwlaarchitects.com

ADC Engineering (843) 566-0161

1226 Yeamans Hall Road
Hannahan SC 29410

Mark Dillon, PE Structural Principal markd@adcengineering.com
Chris Cook, PE Civil Principal chrisc@adcengineering.com
Warren Pruitt, ASLA Landsape Principal warrenp@adcengineering.com

DWG Engineering (843) 849-1141

1009 Anna Knapp Blvd., Suite 202
Mt. Pleasant SC 29464

Mark Uyak, PE Proj. Manager muyak@dwginc.com

Aiken Cost Consultants (864) 232-9342

1010 East North Street, Suite C2
Greenville SC 29601

Brad Aiken Principal brad@aikencost.com

Fair Consulting, LLC (843) 345-4930

1590 Oak Island Drive
Charleston SC 29412

Nina Fair, AIA Principal ninafair@bellsouth.net

Exhibit D
to Standard Form of Agreement Between Owner and Architect
CP-1617 - Police Department Forensics Services Building

City of Charleston

Stubbs Muldrow Herin architects, inc.

August 29, 2016

Optional Services. Travel to Peer Facilities. Fee and reimbursables are based on a 1 1/2 day trip. SMHa Principal and/or Project Architect time is included in Basic Services. To be authorized with written notice from City separate from this Agreement.

Travel to Peer Facilities

Architectural	hrs	cost/unit		
Principal Architect 1 1/2 days	12.00	in base fee	\$	-
Project Manager 1 1/2 days	12.00	in base fee	\$	-
<hr/>				
Lab Design Consultant				
Principal 1 1/2 days at half billing rate		\$ 1,410.00	\$	1,551.00
Additional Total			\$	1,551.00

Reimbursables

Estimates for up to 3 people including Lab Consultant				
Airfare	3	\$	600.00	\$ 1,800.00
Hotel	3	\$	175.00	\$ 525.00
Per Diem	6	\$	50.00	\$ 300.00
Rental Car	2	\$	100.00	\$ 200.00
Parking	3	\$	20.00	\$ 60.00
Gas				\$ 50.00
Reimbursable Total			\$	2,935.00
		w/10% markup	\$	3,229.00

Summary

Fees	\$	1,551.00
Reimbursable estimate		3,229.00
Total of Fee + Reimbursable Estimate	\$	4,780.00

CPR COMMITTEE and/or COUNCIL AGENDA

11.)

TO: John J. Tecklenburg, Mayor

FROM: Curt Berg / Matt Frohlich DEPT. Parks – Capital Projects

SUBJECT: CFD SAVANNAH HIGHWAY FIRE STATION (FS#11) CIAC/OWIP

REQUEST: Approval of a Purchase Request with Sole-Source Justification for a CIAC/OWIP Agreement with SCE&G in the amount of \$52,622.86 for a high pressure gasline relocation for the Savannah Highway Fire Station (FS#11). Currently, a 10" SCE&G gasline bisects the site and its relocation would accommodate the most optimal placement of the station and should be executed before the start of construction on the building in 2017.

COMMITTEE OF COUNCIL: Ways & Means DATE: September 27, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Jamie Gordon, Esq.</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>John J. Tecklenburg</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051426-58240

Balance in Account \$52,622.86 Amount needed for this item \$52,622.86

Project Number CP1521

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The CIAC/OWIP will obligate \$52,622.86 of the \$8,505,131.00 project budget. The funding source for this project is: 2015 Installment Purchase Revenue Bond (\$8,505,131.00).

Mayor's Signature: John J. Tecklenburg
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

Capital Projects Purchase Request Form

Project Manager: CURT BERG

Date: 01 SEPTEMBER 2016

Signature of PM



Project:

CP1521 – FIRE STATION 11 SAVANNAH HIGHWAY

(Number)

(Name)

Type of Purchase:

☐ PROFESSIONAL SERVICES

☒ CONSTRUCTION

☐ ADMINISTRATIVE

Company Name

SCE&G/SCANA

2390 WEST AVIATION AVENUE, MC CH61, NORTH CHARLESTON 29406; 843-576-8933

Description:

RELOCATION OF 10" HIGH-PRESSURE GASLINE (TMS 350-05-00-072)

Division/Object Account Code (From Project Budget)

051426-58240

Amount: \$52,622.86

☒ Lump Sum

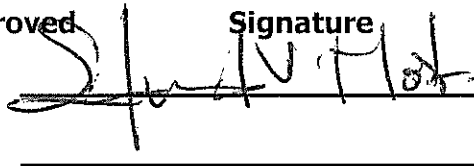
☐ Not – to – Exceed

Required Date: 08 SEPTEMBER 2016 (identify any critical time constraints)

Supporting Documentation/Attachments:

Professional Services: A/E's Cost & Technical Proposal

Construction: Contractor Quotes (as required) or Sole Source Justification

	Approved	Disapproved	Signature	Date
Director of Capital Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>		8.6.16
Capital Projects Administrator	<input type="checkbox"/>	<input type="checkbox"/>		

Reference number to be placed on all invoices associated with this request: _____

A copy of this form is returned to the Project Manager with purchase reference number annotated above. The referenced number **must be included** on the invoice for payment to be processed.

ADMIN USE ONLY:

Vendor # _____

BP: _____

PR: _____

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Capital Projects Division, Department of Parks

PRODUCT: High-pressure gasline relocation design/construction service

REQUISITION NUMBER: CP1521

VENDOR: SCE&G/SCANA

DATE: 06 September 2016

1. Please state the use for this/these product(s).

High-pressure gasline relocation design/construction service -- see attached memo.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

We understand this work is only performed by SCE&G parties

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

Also see attached memo:

1. Gasline is located within a dedicated utility easement belong to SCE&G;
2. Affected utility service would remain operational and uninterrupted for SCE&G customers using special means and methods engineered by SCE&G;
3. Installation requirements of the new gasline in accordance with design and construction specifications dictated by SCE&G; and
4. Our understanding that only one available SCE&G crew is able to perform this highly skilled and regulated work.

4. Have you evaluated comparable products within the last two years?

___YES or ___X___ NO

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

See attached memo.

SIGNATURE



TITLE

SR. CONST. PM



John J. Faldenbury
Mayor

City of Charleston
South Carolina
Department of Parks

Edmund Most
Deputy Director

01 September 2016

GARY COOPER, DIRECTOR
Procurement Division
75 Calhoun, Suite 3500
Charleston SC 29401

RE: FIRE STATION 11 AT SAVANNAH HIGHWAY – CP1521
SOLE-SOURCE JUSTIFICATION

Mr. Cooper:

An important pre-construction condition for FS11 is the proposed relocation of an SCE&G 10" high-pressure gasline currently bisecting the site. Its relocation would accommodate the most optimal placement of the facility on the site and should be executed before the start of construction on the building in 2017. We presently have the CIAC/OWIP report submitted by SCE&G agents after coordination efforts through multiple meetings and other correspondence to address this work in the amount of \$52,622.86 – see attached.

This letter is requesting sole-source justification based on the following determinations:

1. Gasline is located within a dedicated utility easement belong to SCE&G;
2. Affected utility service would remain operational and uninterrupted for SCE&G customers using special means and methods engineered by SCE&G;
3. Installation requirements of the new gasline in accordance with design and construction specifications dictated by SCE&G; and
4. Our understanding that only one available SCE&G crew is able to perform this highly skilled and regulated work.

SCE&G has requested only a PO from the City to proceed with the work. We have anticipated this item in the project budget and fully expect to proceed with the work once the new associated easements have been established with the assistance of Real Estate Management.

Thank you for your time and consideration of this item.

CURT BERG, RA
Senior Construction Project Manager | Capital Projects Division

Cc: Edmund Most
Colleen Carducci



Gas Project Management

[Home](#)[Search](#)[Contacts](#)[Reports](#)[Checkbook](#)[Sales](#)[Utility](#)[Help](#)

Beall, Connie



[[email](#) a [link](#)]

Projects

-1901 Savannah Hwy - Chas Fire Dept -OWIP

Project Status: Approved IRR



[Checkbook View](#)

Maps/Location

Location: CHARLESTON/SC /29407

Tax District CHARLESTON-0811CH



[ViewMap](#)

Overview

Project Type: OWIP

Project Flag: City

Project ID: 65802

Project Name: 1901 Savannah Hwy - Chas Fire Dept -OWIP

Work Order No: 0

Growth Area: Charleston Inside 526

Active Version: [1901 Savannah Hwy - Chas Fire Dept -OWIP](#)

Cost Center Number: 217

Division Description: Southern Division

Archived Versions:

[1901 Savannah Hwy - Chas Fire Dept -](#)

Project Owners

Engineering: [Capers, Steven on Aug 16 2016](#)

Created By: [Capers, Steven on Aug 3 2016](#)

External Contacts



Please Add A Contact

Documents



---All Documents

Tasks



OWIP*

*-Indicates the version being viewed.

Work Order Cost

Conceptual Cost		Compare with:	Current Active Revision	[_ _ _ _ _ ▼]
Material Cost+ Taxes:	\$30,144.56	Material Cost+ Taxes:	\$30,144.56	
Company Labor:	\$2,000.00	Company Labor:	\$2,000.00	
Contract Labor:	\$14,154.40	Contract Labor:	\$14,154.40	
Payroll Overheads:	\$940.00	Payroll Overheads:	\$940.00	
Transportation Overheads:	\$600.00	Transportation Overheads:	\$600.00	
Subtotal Cost:	\$47,838.96	Subtotal Cost:	\$47,838.96	
Admin/Engr Overheads & AFUDC:	\$4,783.90	Admin/Engr Overheads & AFUDC:	\$4,783.90	
CIAC:	\$52,622.86	CIAC:	\$52,622.86	
Total Cost:	\$0.00	Total Cost:	\$0.00	
Associated Costs:	\$0.00	Associated Costs:	\$0.00	
Total Cost To Serve:	\$0.00	Total Cost To Serve:	\$0.00	
Cost Posted				
Scope of Work: Capers, Steven @ Aug 3 2016 5:02PM : Need to replace 400' of 10" HP steel main for the City of Charleston, they are building a new Fire Department that is over our existing 30' easement. They are going to give use a new 30' easement along the front and side of thier property.				
		View Work Order Cost		
		Print Material		

Approvals

Work Order Approvals

[Initiate approval](#)

Notes

[View](#)

IRR Justification: Capers, Steven @ Aug 16 2016 7:41AM : OWIP for City of Chas.

Irr Routed: Capers, Steven @ Aug 16 2016 7:41AM : Routed for Approval

Posting Cost: Capers, Steven @ Aug 16 2016 7:41AM : Posting Cost

Scope of Work: Capers, Steven @ Aug 3 2016 5:02PM : Need to replace 400' of 10" HP steel

Completion Report

Inspector:

In Construction:

In Service:

Property Units

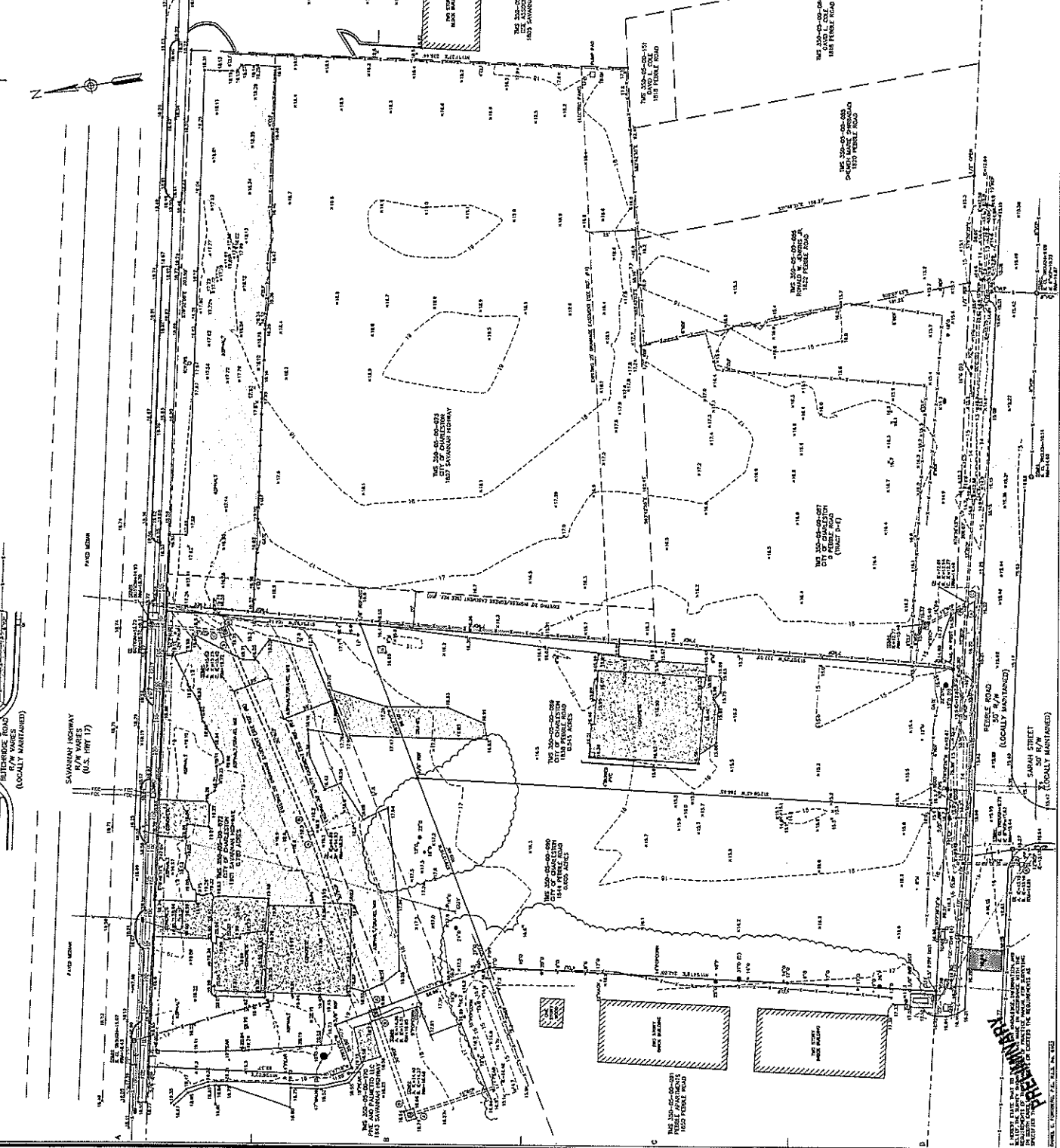
main for the City of Charleston, they are building a new Fire Department that is over our existing 30' easement. They are going to give us a new 30' easement along the front and side of thier property.

Cancel

SCANA Corporation 2000-2012

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This is a technical drawing of a ship's hull cross-section, oriented horizontally. The drawing shows the internal structure, including the keel, ribs, and deck. Various components are labeled with letters and numbers, and dimensions are indicated. The drawing is a detailed technical sketch, likely for engineering or construction purposes.

[illegible]

COMMITTEE / COUNCIL AGENDA

12.)

TO: John J. Tecklenburg, Mayor
FROM: Steven A. Kirk, PE DEPT. Public Service
SUBJECT: FOREST ACRES DRAINAGE IMPROVEMENT PROJECT - PHASE 1 CONSTRUCTION
REQUEST: Approval of the construction contract with Gulf Stream Construction Co., Inc. for the construction of Phase 1 drainage improvements in the West Oak Forest neighborhood and along Heathwood Drive. With the approval of the budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: 27 September 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<i>Janie Borden by PE</i>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<i>Amy Wharm</i>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Glenn A. G.</i>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 050352 Account #: 58240

Balance in Account \$11,416,960.21 Amount needed for this item \$11,416,960.21

Does this document need to be recorded at the RMC Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharm*

FISCAL IMPACT:

Mayor's Signature: *John J. Tecklenburg*

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Project Budget

PROJECT NAME						filename.cpb
DEVELOPMENT COSTS		BASELINE BUDGET	AMMENDED BUDGET	EX. to DATE	NEEDED	NOTES
CONSTRUCTION						
GL CODE	HARD COSTS					
542H	Rough sitework				\$0.00	
5419	Construction	\$9,927,791.49			\$9,927,791.49	
543P	Specialty costs				\$0.00	
543N	Finish sitework				\$0.00	
5709	Landscaping				\$0.00	
5382	Furniture, Fixtures, Equip				\$0.00	
525D	Contingency -10%	\$1,489,168.72			\$1,489,168.72	
5M51	Utilities				\$0.00	
TOTAL CONSTRUCTION COSTS		\$11,416,960.21	\$0.00	\$0.00	\$11,416,960.21	

FUNDING					
CODE	SOURCE	BUDGET	AMMENDED	EX. to DATE	AVAILABLE
	Stormwater Bond	\$11,416,960.21			\$11,416,960.21
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL FUNDING		\$11,416,960.21	\$0.00	\$0.00	\$11,416,960.21

SUMMARY	AVAILABLE FUNDING	\$11,416,960.21
	FUNDING NEEDED	\$11,416,960.21
	(SHORTFALL)/EXCESS	\$0.00

THOMAS & HUTTON

682 JOHNNIE DODDS BLVD., SUITE 100 | MOUNT PLEASANT, SC 29464
POST OFFICE BOX 1522 | MOUNT PLEASANT, SC 29465-1522
843.849.0200 | WWW.THOMASANDHUTTON.COM

September 2, 2016

Ms. Laura Cabiness, PE
Department of Public Service Director
City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

Re: Forest Acres and Heathwood Drive
Drainage Improvement Project
City of Charleston, South Carolina
Contractor Recommendation Letter

Dear Ms. Cabiness:

Thomas & Hutton has reviewed the bid proposals for the Forest Acres and Heathwood Drive Drainage Improvement Projects, which were submitted on August 11, 2016. Please find enclosed a Bid Tabulation, which presents the itemized pricing for the proposed work. The project bidders and their bid amounts are as follows:

Gulf Stream Construction Company, Inc.	\$ 9,927,791.49 *
IPW Construction Group, LLC	Non-responsive
O.L. Thompson Construction Co. Inc.	\$12,714,977.60

During the bid opening, it was noted that the Bid Proposal submitted by IPW Construction Group, LLC did not include a list of proposed subcontractors as required by Contract Documents (per Addendum No. 4). Subsequent to the bid opening (August 11, 2016, via e-mail), a list of subcontractors was provided by the IPW Construction Group, LLC. The submitted list included three subcontractors totaling approximately 8.0% of the total bid.

After the bid opening, further review of the Bid Proposal submitted by IPW Construction Group, LLC determined that the prospective bidder proposed to self-perform approximately 52.5% of the total project. Based on this, it is apparent that IPW Construction Group's submitted list of subcontractors is incomplete.

Per Addendum No. 4 of the Contract Documents, which was provided to all prospective bidders and plan holders prior to the bid, bidders who fail to submit a list of proposed subcontractors shall be deemed non-responsive and the bidder will be ineligible for award of the Contract. Due to the failure of IPW Construction Group, LLC to provide a timely and complete list of proposed subcontractors with their Bid Proposal, it is recommended by Thomas & Hutton, and Ms. Frances Cantwell (City Attorney), that the bid be deemed non-responsive.

Ms. Laura Cabiness, PE
City of Charleston
September 2, 2016
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After the bid opening, further review of the Bid Proposal submitted by Gulf Stream Construction Company determined that the Bid Proposal contained a minor mathematical error for the total cost of one line item. This error was extremely minor (\$254.00) and per the Contract Documents was corrected based on the quantity and unit cost for that line item. The amount listed above, and on the attached Bid Tabulation, contains the corrected amount. The correction did not affect the outcome of the award recommendation.

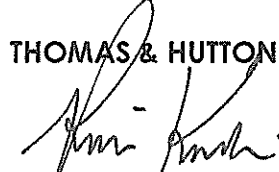
Gulf Stream Construction Company, Inc. submitted the lowest responsive responsible bid for the referenced project in the amount of \$ 9,927,791.49. Subsequent to the bid opening, Gulf Stream Construction Company, Inc. completed a qualification questionnaire and provided additional information. Gulf Stream Construction Company has performed several past projects of similar scope and size. Their work on these past projects has been acceptable to the respective owners.

Therefore, Thomas & Hutton recommends the City of Charleston award the Forest Acres and Heathwood Drive Drainage Improvements Projects to Gulf Stream Construction Co. Inc. in the amount of \$9,927,791.49.

Should you have any questions or comments, please do not hesitate to contact our office at (843) 725-5280, or via e-mail at karkowski.r@thomasandhutton.com. Thank you.

Sincerely, -

THOMAS & HUTTON



Richard P. Karkowski, PE, PH
Project Manager

RPK/alr

Attachments

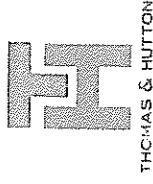
cc: Steve Kirk, PE, City of Charleston
Mason Ackerman, City of Charleston

BID TABULATION FOR

FOREST ACRES PHASE 1/HEATHWOOD DR DRAINAGE IMPROVEMENTS

LOCATION : CHARLESTON, SC

DATE: August 11, 2016



THOMAS & HUTTON

	FOREST ACRES PHASE 1	HEATHWOOD DRIVE	OWNER'S DISCRETIONARY ALLOWANCE	DRY UTILITY ALLOWANCE	TOTAL BASE BID + ALLOWANCES
	Non-Responsive				
IPW CONSTRUCTION GROUP, LLC	\$ 9,273,590.12	\$ 484,201.37	\$ 120,000.00	\$ 50,000.00	\$ 9,927,791.49
GULF STREAM CONSTR. CO., INC.					
O.L. THOMPSON CONSTR.CO., INC.	\$ 12,063,264.60	\$ 481,713.00	\$ 120,000.00	\$ 50,000.00	\$ 12,714,977.60

I hereby certify that this is a true and correct tabulation of bids received on the referenced project.

Michael Kimbark / 14837

Engineer / License #

Thomas & Hutton Engineering Co.

9/2/2016

Date

1. Breakdown above provided for the bids received.
2. Red text indicates corrections made based on unit price.

BID TABULATION - COMPARISON OF UNIT PRICING
FOREST ACRES PHASE 1 - DRAINAGE IMPROVEMENTS
T&H PROJECT NO. 23595.0000

ITEM	SCOOT ITEM NO.	DESCRIPTION	QUANTITY	UNIT	T&H ESTIMATE		GULF STREAM CONSTR.		O.L. THOMPSON CONSTR.	
					UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	1031000	MOBILIZATION	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 239,406.75	\$ 239,406.75	\$ 180,000.00	\$ 180,000.00
2	1071000	TRAFFIC CONTROL	1	LS	\$ 325,000.00	\$ 325,000.00	\$ 59,133.40	\$ 59,133.40	\$ 230,000.00	\$ 230,000.00
3	1050800	CONSTRUCTION STAKING	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 38,769.74	\$ 38,769.74	\$ 32,400.00	\$ 32,400.00
4	1090200	AS-BUILT CONSTRUCTION PLANS	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 13,202.46	\$ 13,202.46	\$ 10,200.00	\$ 10,200.00
5	2011001	CLEARING AND GRUBBING WITHIN RIGHT-OF-WAY	7.26	ACRE	\$ 10,000.00	\$ 72,600.00	\$ 5,000.93	\$ 36,306.75	\$ 6,000.00	\$ 43,560.00
6	2021000	REMOVAL OF STRUCTURES & OBSTRUCTIONS (EX PUMP STATION)	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 11,535.69	\$ 11,535.69	\$ 80,000.00	\$ 80,000.00
7	2021002	REMOVAL OF STRUCTURES & OBSTRUCTIONS (EX CMU BLOCK RETAINING WALL)	1	EA	\$ 500.00	\$ 500.00	\$ 1,015.18	\$ 1,015.18	\$ 385.00	\$ 385.00
8	-	RELOCATE EXISTING SHEDS	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 4,375.82	\$ 8,751.64	\$ 700.00	\$ 1,400.00
9	2021010	REMOVAL & DISPOSAL OF EXISTING DROP INLET	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,052.00	\$ 2,104.00	\$ 1,500.00	\$ 3,000.00
10	2021015	REMOVAL & DISPOSAL OF EXISTING MANHOLE	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,052.00	\$ 2,104.00	\$ 1,500.00	\$ 3,000.00
11	2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	3700	SY	\$ 6.50	\$ 24,050.00	\$ 7.06	\$ 26,121.00	\$ 13.30	\$ 49,510.00
12	2024100	REMOVAL & DISPOSAL OF EXISTING CURB (ST. ANDREWS BLVD)	300	LF	\$ 35.00	\$ 10,500.00	\$ 10.89	\$ 3,267.00	\$ 13.35	\$ 3,995.00
13	2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE (SIDEWALK)	22	CY	\$ 500.00	\$ 11,000.00	\$ 60.48	\$ 1,330.56	\$ 175.00	\$ 3,850.00
14	2028500	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 15"	23	EA	\$ 20.00	\$ 460.00	\$ 19.47	\$ 447.81	\$ 17.60	\$ 404.80
15	2028501	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 18"	20	EA	\$ 20.00	\$ 400.00	\$ 22.35	\$ 447.80	\$ 18.70	\$ 374.00
16	2028503	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 30"	20	EA	\$ 25.00	\$ 500.00	\$ 22.39	\$ 447.80	\$ 30.00	\$ 600.00
17	2028504	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 36"	39	EA	\$ 30.00	\$ 1,170.00	\$ 20.84	\$ 816.66	\$ 40.00	\$ 1,560.00
18	2028505	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 48"	688	EA	\$ 40.00	\$ 27,520.00	\$ 47.39	\$ 32,604.32	\$ 51.50	\$ 35,432.00
19	2031100	SITE EXCAVATION	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 308,902.80	\$ 308,902.80	\$ 325,000.00	\$ 325,000.00
20	2034000	MUCK (AND FILL)	3870	CY	\$ 40.00	\$ 154,800.00	\$ 21.49	\$ 83,165.30	\$ 11.00	\$ 42,570.00
21	2041000	STRUCTURE EXCAVATION FOR CULVERTS	23240	CY	\$ 22.00	\$ 511,280.00	\$ 8.35	\$ 194,054.00	\$ 13.40	\$ 311,816.00
22	2091000	SELECT MATERIAL FOR SHOULDERS & SLOPES	5700	CY	\$ 40.00	\$ 228,000.00	\$ 31.44	\$ 179,488.00	\$ 17.00	\$ 96,600.00
23	2103000	FLOWABLE FILL (FILL BETW DUAL CBC)	490	CY	\$ 160.00	\$ 78,400.00	\$ 399.93	\$ 195,965.70	\$ 188.00	\$ 92,120.00
24	2106000	SELECT REMOVAL OF MARKED TREES	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 18,753.50	\$ 18,753.50	\$ 66,000.00	\$ 66,000.00
25	3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	4000	SY	\$ 25.00	\$ 100,000.00	\$ 27.79	\$ 111,160.00	\$ 34.00	\$ 136,000.00
26	-	GRADED AGGREGATE BASE COURSE (13" UNIFORM)	600	SY	\$ 38.00	\$ 22,800.00	\$ 50.49	\$ 30,294.00	\$ 53.50	\$ 32,100.00
27	4011004	LIQUID ASPHALT BINDER PG 64-22	24	TON	\$ 1,000.00	\$ 24,000.00	\$ 625.12	\$ 15,002.88	\$ 545.00	\$ 13,080.00
28	-	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	1950	SY	\$ 10.00	\$ 19,500.00	\$ 33.13	\$ 64,603.50	\$ 20.00	\$ 39,000.00
29	4030319	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	200	TON	\$ 175.00	\$ 35,000.00	\$ 331.31	\$ 66,262.00	\$ 250.00	\$ 50,000.00
30	4030319	HOT MIX ASPHALT SURFACE COURSE TYPE B (FOR ROAD CROSSINGS)	170	TON	\$ 175.00	\$ 29,750.00	\$ 356.32	\$ 60,574.40	\$ 315.00	\$ 53,550.00
31	4030320	HOT MIX ASPHALT SURFACE COURSE TYPE C (FOR PATHWAY)	660	TON	\$ 175.00	\$ 115,500.00	\$ 262.85	\$ 173,283.00	\$ 230.00	\$ 151,800.00
32	6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-FAST DRY PAINT	900	LF	\$ 1.25	\$ 1,125.00	\$ 1.56	\$ 1,404.00	\$ 1.14	\$ 1,026.00
33	6250010	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	1800	LF	\$ 1.25	\$ 2,250.00	\$ 1.25	\$ 2,250.00	\$ 0.85	\$ 1,548.00
34	6250105	4" YELLOW BROKEN LINES (GAPS EXC.) - FAST DRY PAINT	900	LF	\$ 1.25	\$ 1,125.00	\$ 1.56	\$ 1,404.00	\$ 1.14	\$ 1,026.00
35	6250110	4" YELLOW SOLID LINE (PVT. EDGE/NO PASSING ZONE)-FAST DRY PAINT	900	LF	\$ 1.25	\$ 1,125.00	\$ 1.25	\$ 1,125.00	\$ 0.85	\$ 774.00
36	6271005	4" WHITE BROKEN LINES (GAPS EXCL.) THERMOPLASTIC - 90 MIL	900	LF	\$ 4.50	\$ 4,050.00	\$ 3.44	\$ 3,096.00	\$ 3.14	\$ 2,826.00
37	6271010	4" WHITE SOLID LINES (GAPS EXCL.) THERMOPLASTIC - 90 MIL	1800	LF	\$ 4.50	\$ 8,100.00	\$ 3.13	\$ 5,634.00	\$ 2.86	\$ 5,148.00
38	6271064	4" YELLOW BROKEN LINES (GAPS EXC.) THERMOPLASTIC - 90 MIL	900	LF	\$ 4.50	\$ 4,050.00	\$ 3.44	\$ 3,096.00	\$ 3.14	\$ 2,826.00
39	6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMO-90 MIL	900	LF	\$ 4.50	\$ 4,050.00	\$ 3.13	\$ 2,817.00	\$ 2.86	\$ 2,574.00
40	6510105	FLAT SHEET, TYPE III, FIXED SIZE & MSG. SIGN	740	SF	\$ 35.00	\$ 25,900.00	\$ 22.19	\$ 16,420.60	\$ 20.30	\$ 15,021.00
41	6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	450	LF	\$ 15.00	\$ 6,750.00	\$ 8.75	\$ 3,937.50	\$ 8.00	\$ 3,600.00
42	7137400	REINFORCED CONCRETE RETAINING WALL	990	SF	\$ 130.00	\$ 128,700.00	\$ 326.54	\$ 323,274.60	\$ 270.00	\$ 267,300.00
43	7241123	18" RC PIPE CUL-CLASS IV	7	LF	\$ 85.00	\$ 595.00	\$ 55.67	\$ 389.69	\$ 120.20	\$ 841.40
44	7241124	24" RC PIPE CUL-CLASS IV	91	LF	\$ 120.00	\$ 10,920.00	\$ 141.46	\$ 12,872.86	\$ 151.70	\$ 13,804.70
45	7241125	30" RC PIPE CUL-CLASS IV	77	LF	\$ 140.00	\$ 10,780.00	\$ 137.35	\$ 10,575.95	\$ 212.50	\$ 16,362.50
46	7241126	36" RC PIPE CUL-CLASS IV	61	LF	\$ 180.00	\$ 10,980.00	\$ 163.97	\$ 10,002.17	\$ 231.00	\$ 14,091.00
47	7191250	CATCH BASIN - TYPE 9	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,270.41	\$ 4,270.41	\$ 4,400.00	\$ 4,400.00
48	7191650	CATCH BASIN - TYPE 18	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 4,270.41	\$ 8,540.82	\$ 6,900.00	\$ 13,800.00
49	7192107	MANHOLE WITH STANDARD 4' X 4' BOX (ACCESS TO CBC)	18	EA	\$ 4,000.00	\$ 72,000.00	\$ 4,687.45	\$ 84,374.10	\$ 2,600.00	\$ 46,800.00
50	7192108	MANHOLE W/ SXS BOX	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 5,075.31	\$ 5,075.31	\$ 6,200.00	\$ 6,200.00
51	7197052	CONC. COLLAR FOR 24" TO 36" PIPE	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,236.93	\$ 1,236.93	\$ 1,850.00	\$ 1,850.00
52	7203110	CONCRETE CURB AND GUTTER (1'-6") VERTICAL FACE	300	LF	\$ 40.00	\$ 12,000.00	\$ 26.29	\$ 7,887.00	\$ 56.00	\$ 16,800.00
53	7204100	CONCRETE SIDEWALK (4" UNIFORM)	80	SY	\$ 100.00	\$ 8,000.00	\$ 66.33	\$ 5,306.40	\$ 144.00	\$ 11,520.00
54	7204900	DETECTABLE WARNING SURFACE	70	SF	\$ 70.00	\$ 4,900.00	\$ 50.01	\$ 3,500.70	\$ 36.60	\$ 2,562.00
55	7207001	CONCRETE FLUME	20	LF	\$ 70.00	\$ 1,400.00	\$ 187.53	\$ 3,750.60	\$ 58.00	\$ 1,160.00
56	7221063	10X5' PC BOX CULVERT (M-273) FILL HEIGHT < 2'	84	LF	\$ 1,800.00	\$ 151,200.00	\$ 2,991.34	\$ 251,272.56	\$ 1,805.00	\$ 151,620.00
57	7222859	8X5' PC BOX CULVERT (M-259) FILL HEIGHT BETW 2' AND 10'	3108	LF	\$ 1,700.00	\$ 5,283,600.00	\$ 966.43	\$ 3,003,664.44	\$ 1,570.00	\$ 4,879,560.00
58	7223309	10X5' PC BOX CULVERT (M-259) FILL HEIGHT BETW 2' AND 10'	962	LF	\$ 2,150.00	\$ 2,111,300.00	\$ 1,758.90	\$ 1,727,238.60	\$ 2,400.00	\$ 2,356,800.00
59	-	HEAD AND WING WALL STRUCTURES	6	EA	\$ 31,000.00	\$ 186,000.00	\$ 39,905.31	\$ 239,431.86	\$ 66,500.00	\$ 399,000.00
60	8041020	RIP-RAP (CLASS B)	177	TON	\$ 150.00	\$ 26,550.00	\$ 114.27	\$ 20,225.79	\$ 86.00	\$ 15,222.00
61	8041040	RIP-RAP (CLASS D)	592	TON	\$ 200.00	\$ 118,400.00	\$ 114.27	\$ 67,647.84	\$ 91.00	\$ 53,872.00
62	8043390	PRECAST CONCRETE RIPRAP (ACBM AT OUTFALL)	280	SY	\$ 450.00	\$ 126,000.00	\$ 111.43	\$ 31,200.40	\$ 130.50	\$ 36,540.00
63	8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP (CL 2/TYPE B)	597	SY	\$ 6.50	\$ 3,880.50	\$ 2.42	\$ 1,444.74	\$ 3.60	\$ 2,149.20
64	8071000	RESET FENCE	873	LF	\$ 22.50	\$ 19,642.50	\$ 8.94	\$ 7,804.62	\$ 24.00	\$ 20,952.00
65	8100101	PERMANENT GRASSING	6.5	AC	\$ 3,000.00	\$ 19,500.00	\$ 2,250.42	\$ 14,627.73	\$ 6,655.00	\$ 43,257.50
66	8101115	HYDRAULIC MULCH	1.2	AC	\$ 5,000.00	\$ 6,000.00	\$ 28,568.33	\$ 34,282.00	\$ 2,060.00	\$ 2,472.00
67	8103100	TEMPORARY VEGETATION	31.2	MSV	\$ 300.00	\$ 9,360.00	\$ 437.58	\$ 13,652.50	\$ 400.00	\$ 12,480.00
68	8114010	TREE PROTECTION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,016.24	\$ 4,016.24	\$ 1,700.00	\$ 1,700.00
69	-	CHINESE HOLLY	127	EA			\$ 77.75	\$ 9,874.25	\$ 346.00	\$ 43,942.00
70	-	FOREST PANSY REDBUD (2.5" CAL)	13	EA			\$ 443.04	\$ 5,759.52	\$ 678.00	\$ 8,814.00
71	-	CHINESE FRINGE TREE (2" CAL)	10	EA			\$ 431.97	\$ 4,319.70	\$ 940.00	\$ 9,400.00
72	-	SWEET BAY MAGNOLIA (2" CAL)	8	EA			\$ 409.81	\$ 3,278.48	\$ 678.00	\$ 5,424.00
73	-	BLACK GUM (2.5" CAL MIN.)	11	EA			\$ 465.20	\$ 5,117.20	\$ 704.00	\$ 7,744.00
74	-	NUTTALL OAK (4" CAL MIN.)	12	EA			\$ 963.62	\$ 11,563.44	\$ 1,140.00	\$ 13,680.00
75	-	WILLOW OAK (4" CAL MIN.)	6	EA			\$ 963.62	\$ 5,781.72	\$ 1,335.00	\$ 8,010.00
76	-	SHUMARD OAK (2-1/2" CAL MIN.)	3	EA			\$ 465.20	\$ 1,395.60	\$ 798.00	\$ 2,394.00
77	-	CATHEDRAL LIVE OAK (6" CAL MIN)	10	EA			\$ 2,270.58	\$ 22,705.80	\$ 2,000.00	\$ 20,000.00
78	-	CATHEDRAL LIVE OAK (8" CAL MIN)	11	EA			\$ 786.40	\$ 8,650.40	\$ 1,070.00	\$ 11,770.00
79	-	PRINCETON AMERICAN ELM (2.5" CAL MIN)	6	EA			\$ 476.26	\$ 2,857.56	\$ 678.00	\$ 4,068.00
80	-	WAX MYRTLE	71	EA			\$ 73.11	\$ 5,190.81	\$ 343.00	\$ 24,353.00
81	8131000	SODDING	1000	SY	\$ 10.00	\$ 10,000.00	\$ 7.37	\$ 7,370.00	\$ 13.00	\$ 13,000.00
82	8151102	TURF REINFORCEMENT MATTING (TRM) TYPE 2	7	MSY	\$ 4,000.00	\$ 28,000.00	\$ 8,425.68	\$ 58,979.76	\$ 3,750.00	\$ 26,250.00
83	8153000	SILT FENCE	7900	LF	\$ 3.50	\$ 27,650.00	\$ 2.50	\$ 19,750.00	\$ 3.05	\$ 24,095.00
84	8153090	REPLACE/REPAIR SILT FENCE	1600	LF	\$ 3.50	\$ 5,600.00	\$ 1.54	\$ 2,464.00	\$ 2.90	\$ 4,640.00
85	8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	6300	LF	\$ 2.50	\$ 15,750.00	\$ 0.85	\$ 5,355.00	\$ 0.60	\$ 3,780.00
86	8156490	STABILIZED CONSTR. ENTRANCE	1070	SY	\$ 40.00	\$ 42,800.00	\$ 40.41	\$ 43,138.70	\$ 18.25	\$ 19,527.50
87	8990087	INSTALL BMP TRASH RACK	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 22,954.28	\$ 22,954.28	\$ 31,000.00	\$ 31,000.00
88	8990095	DRAINAGE VIDEO INSPECTION (EXISTING AND NEW LINES)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 36,487.44	\$ 36,487.44	\$ 82,500.00	\$ 82,500.00
89	8990153	UTILITY WORK WITHIN PROJECT	1	LS	\$ 338,000.00	\$ 338,000.00	\$ 1,063,333.49	\$ 1,063,333.49	\$ 735,000.00	\$ 735,000.00
90	8990000	MATERIAL/COMPACTION TESTING	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 25,087.18	\$ 25,087.18	\$ 26,000.00	\$ 26,000.00

FOREST ACRES PHASE 1 PROJECT COST - SUBTOTAL \$ 11,357,763.00 \$ 9,273,590.12 \$ 12,063,264.60

**BID TABULATION - COMPARISON OF UNIT PRICING
HEATHWOOD DRIVE DRAINAGE IMPROVEMENTS
T&H PROJECT NO. 23595.0000**

ITEM	DESCRIPTION	QUANTITY	UNIT	T&H ESTIMATE		GULF STREAM CONSTR.		O.L. THOMPSON CONSTR.	
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	1031000 MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,501.40	\$ 7,501.40	\$ 20,000.00	\$ 20,000.00
2	1071000 TRAFFIC CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 11,766.52	\$ 11,766.52	\$ 13,500.00	\$ 13,500.00
3	2011000 CLEARING AND GRUBBING WITHIN RIGHT-OF-WAY	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 22,504.20	\$ 22,504.20	\$ 22,500.00	\$ 22,500.00
4	AS-BUILT CONSTRUCTION PLANS	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 12,464.83	\$ 12,464.83	\$ 2,000.00	\$ 2,000.00
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,870.86	\$ 2,870.86	\$ 400.00	\$ 400.00
6	2023000 REMOVAL & DISPOSAL OF EXISTING ASPHALT	310	SY	\$ 8.00	\$ 2,480.00	\$ 5.42	\$ 1,680.20	\$ 20.00	\$ 6,200.00
7	2027000 REMOVAL & DISPOSAL OF EXISTING CONCRETE	12	CY	\$ 500.00	\$ 6,000.00	\$ 209.56	\$ 2,514.72	\$ 160.00	\$ 1,920.00
8	2028502 REMOVAL & DISPOSAL OF EXISTING CULVERT	184	EA	\$ 20.00	\$ 3,680.00	\$ 52.11	\$ 9,588.24	\$ 19.50	\$ 3,588.00
9	2031200 SITE EXCAVATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,271.00	\$ 7,271.00	\$ 25,000.00	\$ 25,000.00
10	2091000 SELECT MATERIAL FOR SHOULDERS & SLOPES	200	CY	\$ 40.00	\$ 8,000.00	\$ 30.74	\$ 6,148.00	\$ 50.00	\$ 10,000.00
11	2103000 FLOWABLE FILL	3	CY	\$ 160.00	\$ 480.00	\$ 567.79	\$ 1,703.37	\$ 220.00	\$ 660.00
12	4013990 MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	1750	SY	\$ 10.00	\$ 17,500.00	\$ 10.00	\$ 17,500.00	\$ 8.80	\$ 15,400.00
13	4030340 HOT MIX ASPHALT CONC. SURF. CR. TYPE C	145	TON	\$ 175.00	\$ 25,375.00	\$ 187.53	\$ 27,191.85	\$ 165.00	\$ 23,925.00
14	7141123 15" RC PIPE CUL.-CLASS IV	24	LF	\$ 100.00	\$ 2,400.00	\$ 108.32	\$ 2,599.68	\$ 130.00	\$ 3,120.00
15	7141142 19" x 30" HORIZONTAL ELLIPTICAL (HE) RC PIPE CULVERT - CLASS HE III	531	LF	\$ 140.00	\$ 74,340.00	\$ 140.29	\$ 74,493.99	\$ 200.00	\$ 106,200.00
16	7192021 DROP INLET (24" X 36")- W/4X4 BOX	7	EA	\$ 4,000.00	\$ 28,000.00	\$ 5,144.44	\$ 36,011.08	\$ 4,500.00	\$ 31,500.00
17	7192260 48" X 48" JUNCTION BOX	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 6,298.74	\$ 6,298.74	\$ 5,800.00	\$ 5,800.00
18	7205000 CONCRETE DRIVEWAY (6' UNIFORM)	64	SY	\$ 75.00	\$ 4,800.00	\$ 309.41	\$ 19,802.24	\$ 75.00	\$ 4,800.00
19	8021259 4" PERF. PIPE UNDRAIN WITH GEOTEX	400	LF	\$ 15.00	\$ 6,000.00	\$ 20.98	\$ 8,392.00	\$ 15.00	\$ 6,000.00
20	8131000 SODDING	1200	SY	\$ 10.00	\$ 12,000.00	\$ 7.37	\$ 8,844.00	\$ 13.50	\$ 16,200.00
21	8150000 EROSION CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,970.54	\$ 1,970.54	\$ 5,000.00	\$ 5,000.00
22	8990153 UTILITY WORK WITHIN PROJECT	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 193,202.31	\$ 193,202.31	\$ 150,000.00	\$ 150,000.00
23	MATERIAL/COMPACTION TESTING	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,881.60	\$ 1,881.60	\$ 8,000.00	\$ 8,000.00

HEATHWOOD DRIVE PROJECT COST - SUBTOTAL

\$ 260,555.00

\$ 481,713.00

Legend

Yellow highlighted cells indicate large difference in unit and extended cost when compared to other bids.

BID TABULATION - COMPARISON OF UNIT PRICING
FOREST ACRES PHASE 1 - DRAINAGE IMPROVEMENTS
T&H PROJECT NO. 23595.0000

ITEM	SCODIT ITEM NO.	DESCRIPTION	QUANTITY	UNIT	GULF STREAM CONST. CO. INC.		IPW CONST. GROUP LLC		O.L. THOMPSON CONST. CO. INC.	
					UNIT COST	EXTENDED COST	UNIT PRICE	EXTENDED PRICE	UNIT COST	EXTENDED COST
1	1031000	MOBILIZATION	1	LS	\$ 239,406.75	\$ 239,406.75			\$ 180,000.00	\$ 180,000.00
2	1071000	TRAFFIC CONTROL	1	LS	\$ 59,133.40	\$ 59,133.40			\$ 230,000.00	\$ 230,000.00
3	1050800	CONSTRUCTION STAKING	1	LS	\$ 38,769.74	\$ 38,769.74			\$ 32,400.00	\$ 32,400.00
4	1090200	AS-BUILT CONSTRUCTION PLANS	1	LS	\$ 13,202.46	\$ 13,202.46			\$ 10,200.00	\$ 10,200.00
5	2011001	CLEARING AND GRUBBING WITHIN RIGHT-OF-WAY	7.26	ACRE	\$ 5,006.93	\$ 36,396.75			\$ 6,000.00	\$ 43,560.00
6	2021000	REMOVAL OF STRUCTURES & OBSTRUCTIONS (EX PUMP STATION)	1	LS	\$ 11,535.69	\$ 11,535.69			\$ 80,000.00	\$ 80,000.00
7	2021002	REMOVAL OF STRUCTURES & OBSTRUCTIONS (EX CMU BLOCK RETAINING WALL)	1	EA	\$ 1,015.18	\$ 1,015.18			\$ 385.00	\$ 385.00
8	-	RELOCATE EXISTING SHEDS	2	EA	\$ 4,375.82	\$ 8,751.64			\$ 700.00	\$ 1,400.00
9	2021010	REMOVAL & DISPOSAL OF EXISTING DROP INLET	2	EA	\$ 1,052.00	\$ 2,104.00			\$ 1,500.00	\$ 3,000.00
10	2021015	REMOVAL & DISPOSAL OF EXISTING MANHOLE	2	EA	\$ 1,052.00	\$ 2,104.00			\$ 1,500.00	\$ 3,000.00
11	2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	3700	SY	\$ 7.06	\$ 26,122.00			\$ 13.30	\$ 49,210.00
12	2024100	REMOVAL & DISPOSAL OF EXISTING CURB (ST. ANDREWS BLVD)	300	LF	\$ 10.89	\$ 3,267.00			\$ 13.25	\$ 3,975.00
13	2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE (SIDEWALK)	22	CY	\$ 60.48	\$ 1,330.56			\$ 175.00	\$ 3,850.00
14	2028500	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 15"	23	EA	\$ 19.47	\$ 447.81			\$ 17.60	\$ 404.80
15	2028501	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 18"	20	EA	\$ 22.39	\$ 447.80			\$ 18.70	\$ 374.00
16	2028503	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 30"	39	EA	\$ 22.39	\$ 873.21			\$ 30.00	\$ 1,170.00
17	2028504	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 36"	39	EA	\$ 20.84	\$ 812.56			\$ 40.00	\$ 1,560.00
18	2028505	REMOVAL & DISPOSAL OF EXISTING CULVERT 1' X 48"	588	EA	\$ 47.39	\$ 27,664.32			\$ 51.50	\$ 30,372.00
19	2031200	SITE EXCAVATION	1	LS	\$ 308,902.80	\$ 308,902.80			\$ 325,000.00	\$ 325,000.00
20	2034000	MUCK (AND FILL)	3870	CY	\$ 21.49	\$ 83,166.30			\$ 41.00	\$ 158,670.00
21	2041000	STRUCTURE EXCAVATION FOR CULVERTS	23740	CY	\$ 8.35	\$ 198,454.00			\$ 23.40	\$ 554,816.00
22	2031000	SELECT MATERIAL FOR SHOULDERS & SLOPES	5200	CY	\$ 31.44	\$ 163,488.00			\$ 27.00	\$ 140,400.00
23	2103000	FLOWABLE FILL (FILL BETW DUAL CBC)	490	CY	\$ 399.93	\$ 155,965.70			\$ 188.00	\$ 92,120.00
24	2106000	SELECT REMOVAL OF MARKED TREES	1	LS	\$ 18,753.50	\$ 18,753.50			\$ 66,000.00	\$ 66,000.00
25	3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	4000	SY	\$ 27.79	\$ 111,160.00			\$ 34.00	\$ 136,000.00
26	-	GRADED AGGREGATE BASE COURSE (1.5" UNIFORM)	600	SY	\$ 50.49	\$ 30,294.00			\$ 55.50	\$ 33,300.00
27	4011004	LIQUID ASPHALT BINDER PG 64-22	24	TON	\$ 628.12	\$ 15,074.88			\$ 545.00	\$ 13,080.00
28	-	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	1550	SY	\$ 33.13	\$ 51,245.50			\$ 30.00	\$ 46,500.00
29	4030319	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	200	TON	\$ 331.31	\$ 66,262.00			\$ 290.00	\$ 58,000.00
30	4030319	HOT MIX ASPHALT SURFACE COURSE TYPE B (FOR ROAD CROSSINGS)	170	TON	\$ 356.32	\$ 60,574.40			\$ 315.00	\$ 53,550.00
31	4030320	HOT MIX ASPHALT SURFACE COURSE TYPE C (FOR PATHWAY)	660	TON	\$ 262.55	\$ 173,283.00			\$ 290.00	\$ 191,800.00
32	6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-FAST DRY PAINT	900	LF	\$ 1.56	\$ 1,404.00			\$ 1.14	\$ 1,026.00
33	6250010	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	1800	LF	\$ 1.25	\$ 2,250.00			\$ 0.86	\$ 1,548.00
34	6250105	4" YELLOW BROKEN LINES (GAPS EXC) - FAST DRY PAINT	900	LF	\$ 1.56	\$ 1,404.00			\$ 1.14	\$ 1,026.00
35	6250110	4" YELLOW SOLID LINE (PVT. EDGE&NO PASSING ZONE)-FAST DRY PAINT	900	LF	\$ 1.25	\$ 1,125.00			\$ 0.86	\$ 774.00
36	6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC- 90 MIL	900	LF	\$ 3.44	\$ 3,096.00			\$ 3.14	\$ 2,826.00
37	6271010	4" WHITE SOLID LINES (GAPS EXCL.)THERMOPLASTIC- 90 MIL	1800	LF	\$ 3.13	\$ 5,634.00			\$ 2.86	\$ 5,148.00
38	6271064	4" YELLOW BROKEN LINES (GAPS EXC.)THERMOPLASTIC- 90 MIL	900	LF	\$ 3.44	\$ 3,096.00			\$ 3.14	\$ 2,814.00
39	6271074	4" YELLOW SOLID LINES (PVT.EDGE LINES) THERMO-90 MIL	900	LF	\$ 3.13	\$ 2,817.00			\$ 2.86	\$ 2,574.00
40	6510105	FLAT SHEET, TYPE III, FIXED SIZE & MSS. SIGN	740	SF	\$ 22.19	\$ 16,420.60			\$ 20.30	\$ 15,021.00
41	6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	450	LF	\$ 8.75	\$ 3,937.50			\$ 8.00	\$ 3,600.00
42	7137400	REINFORCED CONCRETE RETAINING WALL	990	SF	\$ 328.54	\$ 323,274.60			\$ 270.00	\$ 267,300.00
43	7141123	18" RC PIPE CUL.-CLASS IV	7	LF	\$ 55.67	\$ 389.69			\$ 120.20	\$ 841.40
44	7141124	24" RC PIPE CUL.-CLASS IV	91	LF	\$ 141.46	\$ 12,877.86			\$ 151.70	\$ 13,804.70
45	7141125	30" RC PIPE CUL.-CLASS IV	77	LF	\$ 137.35	\$ 10,575.95			\$ 212.50	\$ 16,352.50
46	7141126	36" RC PIPE CUL.-CLASS IV	61	LF	\$ 163.97	\$ 10,002.17	Non-Responsive		\$ 231.00	\$ 14,091.00
47	7191250	CATCH BASIN- TYPE 9	1	EA	\$ 4,270.41	\$ 4,270.41			\$ 4,400.00	\$ 4,400.00
48	7191650	CATCH BASIN- TYPE 1B	2	EA	\$ 4,270.41	\$ 8,540.82			\$ 5,900.00	\$ 11,800.00
49	7192107	MANHOLE WITH STANDARD 4' X 4' BOX (ACCESS TO CBC)	18	EA	\$ 4,687.45	\$ 84,374.10			\$ 2,600.00	\$ 46,800.00
50	7192108	MANHOLE W/ 3X5 BOX	1	EA	\$ 5,075.31	\$ 5,075.31			\$ 6,200.00	\$ 6,200.00
51	7197052	CONC. COLLAR FOR 24" TO 36" PIPE	1	EA	\$ 1,236.93	\$ 1,236.93			\$ 1,850.00	\$ 1,850.00
52	7203110	CONCRETE CURB AND GUTTER(1'-6") VERTICAL FACE	300	LF	\$ 26.29	\$ 7,887.00			\$ 56.00	\$ 16,800.00
53	7204100	CONCRETE SIDEWALK (4" UNIFORM)	80	SY	\$ 68.33	\$ 5,466.40			\$ 144.00	\$ 11,520.00
54	7204900	DETECTABLE WARNING SURFACE	70	SF	\$ 50.01	\$ 3,500.70			\$ 36.60	\$ 2,562.00
55	7207001	CONCRETE FLUME	20	LF	\$ 187.53	\$ 3,750.60			\$ 58.00	\$ 1,160.00
56	7221063	10'X5' PCBOX CULVERT (M-273) FILL HEIGHT < 2'	84	LF	\$ 2,991.34	\$ 251,272.56			\$ 1,800.00	\$ 151,200.00
57	7222859	8'X5' PCBOX CULVERT (M-259) FILL HEIGHT BETW 2' AND 10'	3108	LF	\$ 966.43	\$ 3,003,664.44			\$ 1,570.00	\$ 4,879,560.00
58	7223309	10'X5' PCBOX CULVERT (M-259) FILL HEIGHT BETW 2' AND 10'	982	LF	\$ 1,758.90	\$ 1,727,239.80			\$ 2,400.00	\$ 2,356,800.00
59	8041020	HEAD AND WING WALL STRUCTURES	6	EA	\$ 39,505.31	\$ 239,431.80			\$ 66,500.00	\$ 399,000.00
60	8041020	RIP-RAP (CLASS B)	177	TON	\$ 114.27	\$ 20,225.70			\$ 86.00	\$ 15,222.00
61	8041040	RIP-RAP (CLASS D)	592	TON	\$ 114.27	\$ 67,647.84			\$ 91.00	\$ 53,872.00
62	8043390	PRECAST CONCRETE RIPRAP (ACBM AT OUTFALL)	280	SY	\$ 111.43	\$ 31,200.40			\$ 130.50	\$ 36,540.00
63	8048205	GEOTEXTILE FOR EROS CONTROL UNDER RIPRAP (CL 2/TYP E B)	597	SY	\$ 2.42	\$ 1,444.74			\$ 3.60	\$ 2,149.20
64	8071000	RESET FENCE	873	LF	\$ 8.94	\$ 7,804.62			\$ 24.00	\$ 20,952.00
65	8100101	PERMANENT GRASSING	6.5	AC	\$ 2,750.42	\$ 17,677.73			\$ 6,655.00	\$ 43,257.50
66	8101115	HYDRAULIC MULCH	1.1	AC	\$ 28,569.33	\$ 31,426.27			\$ 2,060.00	\$ 2,272.00
67	8103100	TEMPORARY VEGETATION	31.2	MSY	\$ 437.58	\$ 13,652.50			\$ 400.00	\$ 12,480.00
68	8114010	TREE PROTECTION	1	LS	\$ 4,016.24	\$ 4,016.24			\$ 1,700.00	\$ 1,700.00
69	-	CHINESE HOLLY	127	EA	\$ 27.75	\$ 3,524.25			\$ 345.00	\$ 43,815.00
70	-	PORST PANSY REOBUD (2.5" CAL)	13	EA	\$ 443.04	\$ 5,759.52			\$ 678.00	\$ 8,814.00
71	-	CHINESE FRINGE TREE (2" CAL)	10	EA	\$ 431.97	\$ 4,319.70			\$ 940.00	\$ 9,400.00
72	-	SWEET BAY MAGNOLIA (2" CAL)	8	EA	\$ 409.81	\$ 3,278.48			\$ 678.00	\$ 5,424.00
73	-	BLACK GUM (2.5" CAL MIN.)	11	EA	\$ 465.20	\$ 5,117.20			\$ 704.00	\$ 7,744.00
74	-	MUTTAL OAK (4" CAL MIN.)	12	EA	\$ 963.62	\$ 11,563.44			\$ 1,140.00	\$ 13,680.00
75	-	WILLOW OAK (4" CAL MIN.)	6	EA	\$ 963.62	\$ 5,781.72			\$ 1,335.00	\$ 8,010.00
76	-	SHUMARD OAK (2-1/2" CAL MIN.)	3	EA	\$ 465.20	\$ 1,395.60			\$ 758.00	\$ 2,274.00
77	-	CATHEDEAL' LIVE OAK (6" CAL MIN)	10	EA	\$ 2,270.58	\$ 22,705.80			\$ 2,000.00	\$ 20,000.00
78	-	CATHEDEAL' LIVE OAK (8" CAL MIN)	11	EA	\$ 786.40	\$ 8,650.40			\$ 1,070.00	\$ 11,770.00
79	-	PRINCETON AMERICAN ELM (2.5" CAL MIN)	6	EA	\$ 476.26	\$ 2,857.56			\$ 678.00	\$ 4,068.00
80	-	IVANK MYRTLE	71	EA	\$ 73.11	\$ 5,190.81			\$ 341.00	\$ 24,313.00
81	8131000	SODDING	1000	SY	\$ 7.37	\$ 7,370.00			\$ 13.00	\$ 13,000.00
82	8152102	TURF REINFORCEMENT MATTING (TRM) TYPE 2	2	MSY	\$ 8,425.68	\$ 16,851.36			\$ 3,750.00	\$ 7,500.00
83	8153000	SILT FENCE	7900	LF	\$ 2.50	\$ 19,750.00			\$ 3.05	\$ 24,095.00
84	8153090	REPLACE/REPAIR SILT FENCE	1600	LF	\$ 1.54	\$ 2,464.00			\$ 2.90	\$ 4,640.00
85	8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	6300	LF	\$ 0.85	\$ 5,355.00			\$ 0.60	\$ 3,780.00
86	8156490	STABILIZED CONSTR. ENTRANCE	1070	SY	\$ 40.41	\$ 43,238.70			\$ 18.25	\$ 19,517.50
87	8990087	INSTALL BMP TRASH RACK	1	LS	\$ 22,954.28	\$ 22,954.28			\$ 31,000.00	\$ 31,000.00
88	8990095	DRAINAGE VIDEO INSPECTION (EXISTING AND NEW LINES)	1	LS	\$ 36,487.44	\$ 36,487.44			\$ 82,500.00	\$ 82,500.00
89	8990153	UTILITY WORK WITHIN PROJECT	1	LS	\$ 1,063,333.49	\$ 1,063,333.49			\$ 735,000.00	\$ 735,000.00
90	9890000	MATERIAL/COMPACTION TESTING	1	LS	\$ 25,087.18	\$ 25,087.18			\$ 26,000.00	\$ 26,000.00

\$ 9,273,590.12

\$ -

\$ 12,063,264.60

Legend
5 9,874.25

Red text indicates a correction to extended total based on the unit price.

**BID TABULATION - COMPARISON OF UNIT PRICING
HEATHWOOD DRIVE DRAINAGE IMPROVEMENTS
T&H PROJECT NO. 23595.0000**

ITEM	DESCRIPTION	QUANTITY	UNIT	GULF STREAM CONST. CO. INC.		IPW CONST. GROUP LLC		O.L. THOMPSON CONST. CO. INC.	
				UNIT COST	EXTENDED COST	UNIT PRICE	EXTENDED PRICE	UNIT COST	EXTENDED COST
1	1031000 MOBILIZATION	1	LS	\$ 7,501.40	\$ 7,501.40			\$ 20,000.00	\$ 20,000.00
2	1071000 TRAFFIC CONTROL	1	LS	\$ 11,766.52	\$ 11,766.52			\$ 13,500.00	\$ 13,500.00
3	2011000 CLEARING AND GRUBBING WITHIN RIGHT-OF-WAY	1	LS	\$ 22,504.20	\$ 22,504.20			\$ 22,500.00	\$ 22,500.00
4	AS-BUILT CONSTRUCTION PLANS	1	LS	\$ 12,464.83	\$ 12,464.83			\$ 2,000.00	\$ 2,000.00
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 2,870.86	\$ 2,870.86			\$ 400.00	\$ 400.00
6	2023000 REMOVAL & DISPOSAL OF EXISTING ASPHALT	310	SY	\$ 5.42	\$ 1,680.20			\$ 20.00	\$ 6,200.00
7	2027000 REMOVAL & DISPOSAL OF EXISTING CONCRETE	12	CY	\$ 209.56	\$ 2,514.72			\$ 160.00	\$ 1,920.00
8	2028502 REMOVAL & DISPOSAL OF EXISTING CULVERT	184	EA	\$ 52.11	\$ 9,588.24			\$ 19.50	\$ 3,588.00
9	2031200 SITE EXCAVATION	1	LS	\$ 7,271.00	\$ 7,271.00			\$ 25,000.00	\$ 25,000.00
10	2091000 SELECT MATERIAL FOR SHOULDERS & SLOPES	200	CY	\$ 30.74	\$ 6,148.00			\$ 50.00	\$ 10,000.00
11	2103000 FLOWABLE FILL	3	CY	\$ 567.79	\$ 1,703.37			\$ 220.00	\$ 660.00
12	4013990 MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	1750	SY	\$ 10.00	\$ 17,500.00			\$ 8.80	\$ 15,400.00
13	4030340 HOT MIX ASPHALT CONC. SURF. CR. TYPE C	145	TON	\$ 187.53	\$ 27,191.85			\$ 165.00	\$ 23,925.00
14	7141123 15" RC PIPE CUL.-CLASS IV	24	LF	\$ 108.32	\$ 2,599.68			\$ 130.00	\$ 3,120.00
15	7141142 19" x 30" HORIZONTAL ELLIPTICAL (HE) RC PIPE CULVERT - CLASS HE III	531	LF	\$ 140.29	\$ 74,493.99			\$ 200.00	\$ 106,200.00
16	7192021 DROP INLET (24" X 36") W/4X4 BOX	7	EA	\$ 5,144.44	\$ 36,011.08			\$ 4,500.00	\$ 31,500.00
17	7192260 48" X 48" JUNCTION BOX	1	EA	\$ 6,298.74	\$ 6,298.74			\$ 5,800.00	\$ 5,800.00
18	7205000 CONCRETE DRIVEWAY (6' UNIFORM)	64	SY	\$ 309.41	\$ 19,802.24			\$ 75.00	\$ 4,800.00
19	8021259 4" PERF. PIPE UNDRAIN WITH GEOTEX	400	LF	\$ 20.98	\$ 8,392.00			\$ 15.00	\$ 6,000.00
20	8131000 SODDING	1200	SY	\$ 7.37	\$ 8,844.00			\$ 13.50	\$ 16,200.00
21	8150000 EROSION CONTROL	1	LS	\$ 1,970.54	\$ 1,970.54			\$ 5,000.00	\$ 5,000.00
22	8990153 UTILITY WORK WITHIN PROJECT	1	LS	\$ 193,202.31	\$ 193,202.31			\$ 150,000.00	\$ 150,000.00
23	MATERIAL/COMPACTION TESTING	1	LS	\$ 1,881.60	\$ 1,881.60			\$ 8,000.00	\$ 8,000.00

Non-Responsive

\$ 484,201.37

\$ -

\$ 481,713.00

SECTION 01105

ADVERTISEMENT FOR BIDS

PROJECT: Forest Acres and Heathwood Drive Drainage Improvement Projects

OWNER: City of Charleston

RECEIPT OF BIDS: Sealed bids for the construction of the above referenced projects will be received by the Owner at their office, **Thursday, July 28, 2016**, until **2:00 p.m.**, local time at the Department of Public Services Administration, 2 George Street, Charleston, South Carolina, and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The Work will include clearing and grubbing, grading of ditches, installation of concrete culverts and structures, demolition of existing curb and gutter and pavement, paving and miscellaneous items associated with the construction of the drainage improvements at locations as shown in the Drawings.

DOCUMENT EXAMINATION: The Contract Documents may be examined at the following:

The Dodge Room – 90 Brigade St., Charleston, South Carolina
AGC – 2430 Mall Drive, Suite 165, Charleston, South Carolina
City of Charleston Department of Public Service – 2 George Street, Suite 2100,
Charleston, South Carolina

DOCUMENTS AVAILABLE: Copies of the Contract Documents may be obtained from Thomas & Hutton Engineering Co., 682 Johnnie Dodds Boulevard, Suite 100, Mt. Pleasant, South Carolina 29464.

DEPOSIT: A \$300 non-refundable deposit (plus shipping charges as applicable) will be required for a hard copy set of the Contract Documents. Payments shall be made payable to Thomas & Hutton Engineering Co.

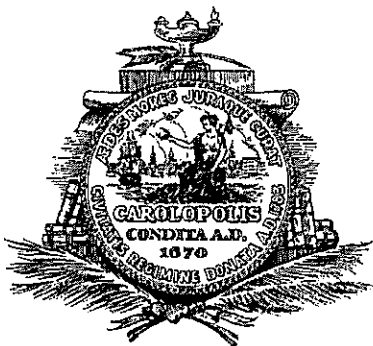
SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder.

PREBID MEETING: A **MANDATORY** Pre-Bid meeting will be held on Thursday, **July 14, 2016 at 2:00 p.m.**, local time in the offices of City of Charleston Department of Public Service – 2 George Street, Suite 2100, Charleston, South Carolina.

Ms. Laura S. Cabiness, P.E.
Director of Public Works / City Engineer
City of Charleston

(End of Section 01105)



CITY OF CHARLESTON

DEPARTMENT OF PUBLIC SERVICE

CONSTRUCTION SPECIFICATIONS &
CONTRACT DOCUMENTS

FOREST ACRES AND HEATHWOOD DRIVE

DRAINAGE IMPROVEMENT PROJECTS

JUNE 20, 2016

Mayor John Tecklenburg

City Council

F. Gary White, Jr.

Rodney Williams

James Lewis, Jr

Robert M. Mitchell

Marvin D. Wagner

William D. Gregorie

Perry K. Waring

Michael S. Seekings

A. Peter Shahid, Jr.

Dean C. Riegel

William A. Moody, Jr.

Kathleen G. Wilson

Forest Acres and Heathwood Drive Drainage Improvement Projects
Department of Public Service

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01219	Certificate of Owner's Attorney
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01219	Notice to Proceed
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SECTION 01105

ADVERTISEMENT FOR BIDS

PROJECT: Forest Acres and Heathwood Drive Drainage Improvement Projects

OWNER: City of Charleston

RECEIPT OF BIDS: Sealed bids for the construction of the above referenced projects will be received by the Owner at their office, **Thursday, July 28, 2016**, until **2:00 p.m.**, local time at the Department of Public Services Administration, 2 George Street, Charleston, South Carolina, and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The Work will include clearing and grubbing, grading of ditches, installation of concrete culverts and structures, demolition of existing pump station, curb and gutter and pavement, paving and miscellaneous items associated with the construction of the drainage improvements at locations as shown in the Drawings.

DOCUMENT EXAMINATION: The Contract Documents may be examined at the following:

The Dodge Room – 90 Brigade St., Charleston, South Carolina
AGC – 2430 Mall Drive, Suite 165, Charleston, South Carolina
City of Charleston Department of Public Service – 2 George Street, Suite 2100,
Charleston, South Carolina

DOCUMENTS AVAILABLE: Copies of the Contract Documents may be obtained beginning **Tuesday, June 28, 2016** from Thomas & Hutton Engineering Co., 682 Johnnie Dodds Boulevard, Suite 100, Mt. Pleasant, South Carolina 29464.

DEPOSIT: A \$300 non-refundable deposit (plus shipping charges as applicable) will be required for a hard copy set of the Contract Documents. Payments shall be made payable to Thomas & Hutton Engineering Co.

SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder.

PREBID MEETING: A **MANDATORY** Pre-Bid meeting will be held on Thursday, **July 14, 2016** at **2:00 p.m.**, local time in the offices of City of Charleston Department of Public Service – 2 George Street, Suite 2100, Charleston, South Carolina.

(End of Section 01105)

SECTION 01110

INSTRUCTION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office publicly opened and read aloud. Late Bids will not be accepted nor considered.
2. LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his Bid.

All Bidders submitting a Bid shall have a currently valid "Contractor's License" and a "Bidder's License" for the State of South Carolina. These license numbers shall be shown on the Bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

3. BID SECURITY: Each Bid must be accompanied by a certified check of the Bidder, or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than 5 percent of the Bid. Such check or Bid Bond will be returned to all except the 3 lowest Bidders within 3 days after the opening of Bids, and the remaining checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within **90** days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.
4. GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within 10 calendar days from the date when Notice of Award is delivered to the Bidder.

The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

Each Bond must be valid for **two years** beyond the date of final acceptance of the project.

5. EXECUTION OF CONTRACT: The Owner, within 10 days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
6. POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within 10 days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.
8. LAWS AND REGULATIONS: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full.
9. NON-RESIDENT CONTRACTORS: A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

The funds deducted from the payment made to the non-resident taxpayer are funds deemed to be held in trust for the State of South Carolina and will be reported by the Owner to the South Carolina Tax Commission. This deduction is in addition to the retainage deductions specified in the General Conditions.

The withholding of two percent (2%) from payments made to the non-resident taxpayer may be waived only if the non-resident taxpayer shall insure the South Carolina Tax Commission by posting an acceptable bond in the sum of two percent (2%) of the total contract amount. The Owner must receive verification from the South Carolina Tax Commission if this deduction is to be waived.

10. EXAMINATION OF DRAWINGS AND SPECIFICATIONS: Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum

in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

11. EXAMINATION OF SITE: Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.
12. INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.

It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents. If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

13. COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities thereof, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.
14. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineers prior to award of the contract.

Every request for such interpretation should be in writing addressed to Richard Karkowski at 682 Johnnie Dodds Boulevard, Suite 100, Mount Pleasant, South Carolina 29464. To be given consideration, such request must be received at least 10 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes), not later than 5 days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

15. TIME FOR COMPLETION: The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to **fully complete the project within the time stipulated in the Agreement.**
16. LIQUIDATED DAMAGES: The Bidder must agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.
17. TELEGRAPHIC MODIFICATIONS: Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received by the Owner prior to the closing time. The written communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.
18. WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

No Bidder may withdraw his Bid for a period of 90 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:
 - 19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.
 - 19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its, meaning.
 - 19.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
 - 19.4 If the Bid does not contain a price for each item listed.

- 19.5 If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.
- 19.6 If the Bid contains obviously unbalanced Bid prices.
- 19.7 If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.
- 20. DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.
- 21. ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.
- 22. METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the Drainage Improvement Project. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions or alternate Bids (unless specifically requested in the Bid form). A responsible Bidder is defined as one who is legally licensed to Bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.
- 23. NOTICE TO PROCEED: The Notice to Proceed will be issued within 10 days of the receipt of all necessary bonds and certificates by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

24. ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.
25. EASEMENTS: All easements necessary for the execution of this project have been obtained. Entry onto other private property by Contractor shall be made by separate agreement with the property owner. No additional compensation will be allowed for such agreements.
26. WORK IN STATE RIGHTS-OF-WAY: The owner has obtained the necessary permit for construction across State Highway rights-of-way. Please refer to SCDOT Permit # 185225 issued on September 3, 2015. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.
27. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 20% of the work contemplated, at the unit prices quoted in the Bid.

28. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM:
 - A. This Project is covered under the City of Charleston's Minority Business Enterprise (MBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Charleston SC, 29401, (843) 973-7247.
 - B. MBE Goals: The City has established goals for both Disadvantaged Business Enterprise (DBE) and Women Business Enterprise (WBE). A DBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goal for this contract is 20% MBE participation. This goal will be applied to the overall contract.

- C. Certification of Eligibility of DBE/WBE: All DBE/ WBE subcontractors must have a Certificate of Eligibility on file with the City's MBE office. Questions regarding certification requirements shall be addressed to the City's Minority Business Enterprise Office. A list of certified minority and women owned firms can be found on the City of Charleston's web site www.charlestoncity.info under the "BIDLINE" link.
- D. Bidder's DBE/WBE Participation: All bidders must document the extent of their MBE participation by completing the MBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required the Procurement Office shall deem the bid non-responsive and will be ineligible for award of the Contract.
- E. The contractor shall perform the contract in accordance with the representations made in the Minority/Women-Owned/Disadvantaged Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.
29. FORM OF BID: All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.
- The Bid must be signed manually by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.
30. SUBMITTING BIDS: Each Bid must be submitted on the prescribed Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid form is required.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner in the following format and at the following address:

Upper Left Hand Corner:

Bidder's Name

Bidder's Address

To: City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

Attention: Ms. Laura S. Cabiness, P.E.
City Engineer

Lower Left Hand Corner:

Bid for Construction of:

**FOREST ACRES AND HEATHWOOD DRIVE
DRAINAGE IMPROVEMENT PROJECTS**

South Carolina General Contractor's License No. _____

Classification _____

Expiration Date _____

(End of Section 01110)

Forest Acres and Heathwood Drive Drainage Improvement Projects – Department of Public Service

SECTION 01140

BID

TO: City of Charleston (hereinafter called "Owner")
2 George Street, Suite 2100
Charleston, SC 29401

FROM: Gulf Stream Construction Company, Inc.

1983 Technology Drive

Charleston, South Carolina 29492

Phone 843-572-4363

of the City of Charleston, County of Charleston
and State of South Carolina, hereinafter called "Bidder."

PROJECT: Forest Acres and Heathwood Drive Drainage Improvement Projects

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder Understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 540 consecutive calendar days thereafter.

Bidder also agrees to pay \$1,000/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. <u>1</u>	Date <u>July 21, 2016</u>
Addendum No. <u>2</u>	Date <u>July 27, 2016</u>
Addendum No. <u>3</u>	Date <u>August 1, 2016</u>
Addendum No. <u>4</u>	Date <u>August 4, 2016</u>
Addendum No. <u>5</u>	Date <u>August 5, 2016</u>

FOREST ACRES DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	JOB	Lump Sum	\$ 239,406.75
2.	Traffic Control	1	JOB	Lump Sum	\$ 59,133.40
3.	Construction Staking	1	JOB	Lump Sum	\$ 38,769.74
4.	As-built Construction Plans	1	JOB	Lump Sum	\$ 13,202.46
5.	Clearing and Grubbing Within Right-of-Way	7.26	AC.	\$5000.93	\$ 36,306.75
6.	Removal of Structures & Obstructions (Existing Pump Station)	1	JOB	Lump Sum	\$ 11,535.69
7.	Removal of Structures & Obstructions (Existing CMU Block Retaining Wall)	1	EA.	\$ 1,015.18	\$ 1,015.18
8.	Relocate Existing Sheds	2	EA.	\$ 4375.82	\$ 8,751.64
9.	Removal & Disposal of Existing Drop Inlet	2	EA.	\$ 1052.00	\$ 2,104.00
10.	Removal & Disposal of Existing Manhole	2	EA.	\$ 1052.00	\$ 2,104.00
11.	Removal & Disposal of Existing Pavement	3,700	S.Y.	\$ 7.06	\$ 26,122.00
12.	Removal & Disposal of Existing Curb (St. Andrews Blvd)	300	L.F.	\$ 10.89	\$ 3,267.00
13.	Removal & Disposal of Existing Concrete (Sidewalk)	22	C.Y.	\$ 60.48	\$ 1,330.56
14.	Removal & Disposal of Existing 15" Culvert	23	LF	\$ 19.47	\$ 447.81
15.	Removal & Disposal of Existing 18" Culvert	20	LF	\$ 22.39	\$ 447.80
16.	Removal & Disposal of Existing 30" Culvert	20	LF	\$ 22.39	\$ 447.80
17.	Removal & Disposal of Existing 36" Culvert	39	LF	\$ 20.94	\$ 816.66
18.	Removal & Disposal of Existing 48" Culvert	688	LF	\$ 47.39	\$ 32,604.32
19.	Site Excavation	1	JOB	Lump Sum	\$ 308,902.80
20.	Muck (And Fill)	3,870	C.Y.	\$ 21.49	\$ 83,146.30
21.	Structure Excavation for Culverts	23,240	C.Y.	\$ 8.35	\$ 194,054.00
22.	Select Material for Shoulders & Slopes	5,200	C.Y.	\$ 31.44	\$ 163,488.00
23.	Flowable Fill (Fill Betw Dual CBC)	490	C.Y.	\$ 399.93	\$ 195,965.70
24.	Select Removal of Marked Trees	1	JOB	Lump Sum	\$ 18,753.50
25.	Graded Aggregate Base Course (8" Uniform)	4,000	S.Y.	\$ 27.79	\$ 111,160.00
26.	Graded Aggregate Base Course (13" Uniform)	600	S.Y.	\$ 50.49	\$ 30,294.00
27.	Liquid Asphalt Binder PG 64-22	24	TON	\$ 625.12	\$ 15,002.88
28.	Milling Existing Asphalt Pavement (Variable)	1,950	S.Y.	\$ 33.13	\$ 64,603.50
29.	Hot Mix Asphalt Intermediate Course Type B	200	TON	\$ 331.31	\$ 66,262.00
30.	Hot Mix Asphalt Surface Course Type B (For Road Crossings)	170	TON	\$ 356.32	\$ 60,574.40

Forest Acres and Heathwood Drive Drainage Improvement Projects – Department of Public Service

31.	Hot Mix Asphalt Surface Course Type C (For Pathway)	660	TON	\$ 262.55	\$ 173,283
32.	4" White Broken Lines (Gaps Excluded)- Fast Dry Paint	900	L.F.	\$ 1.50	\$ 1404
33.	4" White Solid Lines (PVT. Edge Lines)- Fast Dry Paint	1,800	L.F.	\$ 1.25	\$ 2250
34.	4" Yellow Broken Lines (Gaps Exc.)- Fast Dry Paint	900	L.F.	\$ 1.50	\$ 1404
35.	4" Yellow Solid Line (PVT. Edge & No Passing Zone) – Fast Dry Paint	900	L.F.	\$ 1.25	\$ 1125
36.	4" White Broken Lines (Gaps Exc.) Thermoplastic- 90 MIL.	900	L.F.	\$ 3.44	\$ 3096
37.	4" White Solid Lines (Gaps Exc.) Thermoplastic – 90 MIL.	1,800	L.F.	\$ 3.13	\$ 5634
38.	4" Yellow Broken Lines (Gaps Exc.) Thermoplastic – 90 MIL.	900	L.F.	\$ 3.44	\$ 3096
39.	4" Yellow Solid Lines (PVT. Edge Lines) Thermo-90 MIL.	900	L.F.	\$ 3.13	\$ 2817
40.	Flat Sheet, Type III, Fixed Size & Message Sign	740	S.F.	\$ 22.19	\$ 16420.60
41.	U-Section Post for Sign Supports – 3P	450	L.F.	\$ 8.75	\$ 3937.50
42.	Reinforced Concrete Retaining Wall	990	S.F.	\$ 326.54	\$ 323274.60
43.	18" RC Pipe CUL – Class IV	7	L.F.	\$ 55.67	\$ 389.69
44.	24" RC Pipe CUL – Class IV	91	L.F.	\$ 141.46	\$ 12872.86
45.	30" RC Pipe CUL – Class IV	77	L.F.	\$ 137.35	\$ 10575.95
46.	36" RC Pipe CUL – Class IV	61	L.F.	\$ 163.97	\$ 10002.17
47.	Catch Basin – Type 9	1	EA.	\$ 4270.41	\$ 4270.41
48.	Catch Basin – Type 18	2	EA.	\$ 4270.41	\$ 8540.82
49.	Manhole with Standard 4' x 4' Box (Access to CBC)	18	EA.	\$ 4687.45	\$ 84374.10
50.	Manhole W 5x5 Box	1	EA.	\$ 5075.31	\$ 5075.31
51.	Conc. Collar for 24" to 36" Pipe	1	EA.	\$ 1236.93	\$ 1236.93
52.	Concrete Curb and Gutter (1'-6" Vertical Face	300	L.F.	\$ 26.29	\$ 7887
53.	Concrete Sidewalk (4" Uniform)	80	S.Y.	\$ 66.33	\$ 5306.40
54.	Detectable Warning Surface	70	S.F.	\$ 50.01	\$ 3500.70
55.	Concrete Flume	20	L.F.	\$ 187.53	\$ 3750.60
56.	10'x5' PC Box Culvert (M-273) Fill Height <2'	84	L.F.	\$ 2991.34	\$ 251272.56
57.	8'x5' PC Box Culvert (M-259) Fill Height BETW 2' and 10'	3,108	L.F.	\$ 966.43	\$ 3003,664.44
58.	10'x5' PC Box Culvert (M-259) Fill Height BETW 2' and 10'	982	L.F.	\$ 1758.90	\$ 1727,239.82
59.	Head and Wing Wall Structures	6	EA.	\$ 39905.31	\$ 239431.86
60.	Rip-Rap (Class B)	177	TON	\$ 114.27	\$ 20225.19

Forest Acres and Heathwood Drive Drainage Improvement Projects – Department of Public Service

61.	Rip-Rap (Class D)	592	TON	\$ 114.27	\$ 67,647.84
62.	Precast Concrete Rip-Rap (ACBM at Outfall)	280	S.Y.	\$ 111.43	\$ 31,200.40
63.	Geotextile for EROS Control Under Rip-Rap (CL 2/Type B)	597	S.Y.	\$ 2.42	\$ 1,444.74
64.	Reset Fence	873	L.F.	\$ 8.94	\$ 7,804.62
65.	Permanent Grassing	6.5	AC.	\$ 2250.42	\$ 14,627.73
66.	Hydraulic Mulch	1.2	AC.	\$ 28568.33	\$ 34,282.00
67.	Temporary Vegetation	31.2	MSY	\$ 437.58	\$ 13,652.50
68.	Tree Protection	1	JOB	Lump Sum	\$ 4016.24
69.	Chinese Holly	127	EA.	\$ 79.75	\$ 10,128.25
70.	'Forest Pansy' Redbud (2.5" Cal.)	13	EA.	\$ 443.04	\$ 5,759.52
71.	Chinese Fringe Tree (2" Cal.)	10	EA.	\$ 431.97	\$ 4,319.70
72.	Sweet Bay Magnolia (2" Cal.)	8	EA.	\$ 409.81	\$ 3,278.48
73.	Black Gum (2.5" Cal. Min.)	11	EA.	\$ 465.20	\$ 5,117.20
74.	Nuttall Oak (4" Cal. Min.)	12	EA.	\$ 963.62	\$ 11,563.44
75.	Willow Oak (4" Cal. Min.)	6	EA.	\$ 963.62	\$ 5,781.72
76.	Shumard Oak (2 1/2" Cal. Min.)	3	EA.	\$ 465.20	\$ 1,395.60
77.	'Cathedral' Live Oak (6" Cal. Min.)	10	EA.	\$ 2210.58	\$ 22,105.80
78.	'Cathedral' Live Oak (3" Cal. Min.)	11	EA.	\$ 786.40	\$ 8,650.40
79.	'Princeton' American Elm (2.5" Cal. Min.)	6	EA.	\$ 476.26	\$ 2,857.56
80.	Wax Myrtle	71	EA.	\$ 73.11	\$ 5,190.81
81.	Sodding	1,000	S.Y.	\$ 7.37	\$ 7,370
82.	Turf Reinforcement Matting (TRM) Type 2	7	MSY	\$ 8425.68	\$ 58,979.76
83.	Silt Fence	7,900	L.F.	\$ 2.50	\$ 19,750
84.	Replace/Repair Silt Fence	1,600	L.F.	\$ 1.54	\$ 2,464
85.	Removal of Silt Retained by Silt Fence	6,300	L.F.	\$.85	\$ 5,355
86.	Stabilized Constr. Entrance	1,070	S.Y.	\$ 40.41	\$ 43,238.70
87.	Install SS BMP Trash Rack	1	JOB	Lump Sum	\$ 22954.28
88.	Drainage Video Inspection (Existing and New Lines)	1	JOB	Lump Sum	\$ 36487.44
89.	Utility Work Within Project (includes CWS required testing)	1	JOB	Lump Sum	\$ 106333.49
90.	Material/Compaction Testing	1	JOB	Lump Sum	\$ 25,087.18

**FOREST ACRES DRAINAGE
IMPROVEMENTS - SUBTOTAL**

\$ 927,384.12

HEATHWOOD DRIVE DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	JOB	Lump Sum	\$ 7501.40
2.	Traffic Control	1	JOB	Lump Sum	\$ 11766.52
3.	Clearing/Grubbing within Right-of-Way	1	JOB	Lump Sum	\$ 22,504.20
4.	As-built Construction Plans	1	JOB	Lump Sum	\$ 12,464.83
5.	Removal of Structures & Obstructions	1	JOB	Lump Sum	\$ 2870.86
6.	Removal & Disposal of Existing Asphalt	310	S.Y.	\$ 5.42	\$ 1680.20
7.	Removal & Disposal of Existing Concrete	12	C.Y.	\$ 209.56	\$ 2514.72
8.	Removal & Disposal of Existing Culvert	184	EA.	\$ 52.11	\$ 9588.24
9.	Site Excavation	1	JOB	Lump Sum	\$ 7271.00
10.	Select Material for Shoulders & Slopes	200	C.Y.	\$ 30.74	\$ 6148.00
11.	Flowable Fill	3	C.Y.	\$ 567.79	\$ 1703.37
12.	Milling Existing Asphalt Pavement (Variable)	1,750	S.Y.	\$ 10	\$ 17500
13.	Hot Mix Asphalt Conc. Surf. CR. Type C	145	TON	\$ 187.53	\$ 27,191.85
14.	15" RC Pipe Culvert.- Class IV	24	L.F.	\$ 108.32	\$ 2599.68
15.	19" x 30" Horizontal Elliptical (HE) RC Pipe Culvert - Class HE III	531	L.F.	\$ 140.29	\$ 74493.99
16.	Drop Inlet (24" x 36") – W/4x4 Box	7	EA.	\$ 5144.44	\$ 36,011.08
17.	48" x 48" Junction Box	1	EA.	\$ 6298.74	\$ 6298.74
18.	Concrete Driveway (6' Uniform)	64	S.Y.	\$ 309.41	\$ 19802.24
19.	4" Perf. Pipe Undrain with GEOTEX.	400	L.F.	\$ 20.98	\$ 8392
20.	Sodding	1,200	S.Y.	\$ 7.37	\$ 8844
21.	Erosion Control	1	JOB	Lump Sum	\$ 1970.54
22.	Utility Work Within Project (includes CWS required testing)	1	JOB	Lump Sum	\$ 193,202.31
23.	Material/Compaction Testing	1	JOB	Lump Sum	\$ 1881.60

HEATHWOOD DRIVE DRAINAGE IMPROVEMENTS - SUBTOTAL	\$ 484,201.37
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Cash Allowances (If requested by the Owner)

a) Owner's Discretionary Allowance	\$ 120,000.00
b) Dry Utility Allowance	\$ 50,000.00

FOREST ACRES AND HEATHWOOD DRIVE DRAINAGE IMPROVEMENTS – TOTAL BASE BID + ALLOWANCES	\$ 9,928,045.49
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Forest Acres and Heathwood Drive Drainage Improvement Projects – Department of Public Service

Adjustments to work shall be made in accordance with the unit prices noted above. The unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of (\$ 5% Bid Bond) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby. The undersigned declares that his firm is (*strike-thru those not applicable*):

A corporation organized and existing under the laws of the State of South Carolina.
A partnership consisting of _____.

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

(SEAL – if bid is by a
Corporation)

Respectfully Submitted:

Gulf Stream Construction Company Inc

By: _____ (Contractor)

Kenneth A. Holseberg, PE

Project Manager

(Title)

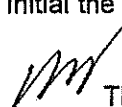
1983 Technology Drive

(Address)
Charleston, South Carolina 29492

SC Bidder's License No. B52302

SC General Contractor's License No. GC97255

Initial the following items to indicate compliance with specifications:

 The Contractor has complied with the Owner's MBE Program and has completed and included Affidavits A, B and C.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina

) ss.

County of Charleston

Kenneth A. Holseberg, PE, being first duly sworn, deposes and says that:

1. He is President of Gulf Stream Construction, the Bidder that has submitted the attached Bid:
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed)

Kenneth A. Holseberg

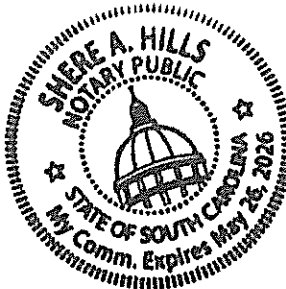
Kenneth A. Holseberg, PE, President

(Title)

Subscribed and sworn to before me this 11th day of August, 2016.

Sherie A. Hills
Administrative Assistant (title)

My commission expires 5/26/26.



MWBE Compliance Provisions

New Women/Minority Business Enterprise Forms

Charleston City Council has adopted a policy setting 20% as the guidelines for women-owned and minority-owned business enterprise participation for this project.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made part of any contracting resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charlestoncity.info using the BIDLINE link; or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

The new compliance documents are located in the Bid Package. These documents **must** be completed and returned with your bid response. Failure to do so may cause your bid/proposal response to be deemed non-responsive.

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:

MBE is defined as a small business owned and controlled by minorities.

WBE is defined as a small business owned and controlled by women.

This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's web site www.charlestoncity.info; or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, **with the submittal**, the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

- ☒ ***Affidavit A - Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation*** as certification that efforts were made to use MWBE businesses on this project,
AND
- ☒ ***Affidavit B – Work to be Performed by Minority and/or Women-owned Firms***
OR
- ☐ ***Affidavit C – Intent to Perform Contract with Own Workforce***, in making this certification the Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE AND WBE subcontractor before final payment is processed.

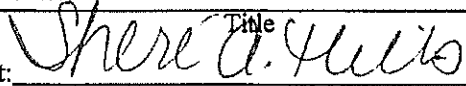
Name of Company: Gulf Stream Construction Company, Inc.


Signature

Kenneth A. Holseberg, PE
Print Name

President

8/11/2016


Title

Date

Attest: _____

AFFIDAVIT A

Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of Gulf Stream Construction Company, Inc.

(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- ☒ 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. **Complete Affidavit A, Page 2.**
- ☒ 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- ☒ 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- ☒ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- ☐ 5. Attended pre-solicitation meetings scheduled by the City.
- ☐ 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. **(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)**
- ☐ 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- ☐ 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- ☐ 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- ☐ 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 8/11/2016

Name of Authorized Officer (Print/Type): Kenneth A. Holseberg, PE

Signature: _____

Title: President

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, Kenneth A. Holseberg, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact <u>Carolina Pavement Markings</u>		Minority Firm Address <u>PO Box 68, Conway SC 29528</u>	
Minority Firm Telephone Number <u>843-369-2156</u> Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification		
2. Minority Firm Name and Contact <u>Bob Hammond Construction / Lone Hammond</u>		Minority Firm Address <u>123 USA Am Lone Movers Corner SC 29461</u>	
Minority Firm Telephone Number <u>843-761-8286</u> Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification		
3. Minority Firm Name and Contact <u>Heinden JRC / Frances Heinden</u>		Minority Firm Address <u>PO Box 56, Lugoff SC 29018</u>	
Minority Firm Telephone Number <u>843-821-5301</u> Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification		
4. Minority Firm Name and Contact <u>W. Frasier Construction / David Barker</u>		Minority Firm Address <u>1050 mberry Rd, Ravenel SC 29470</u>	
Minority Firm Telephone Number <u>843-556-8181</u> Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification		

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

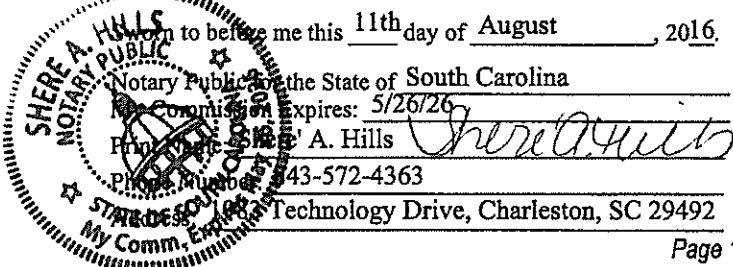
Date: 8/11/2016

Name of Authorized Officer (Print/Type): Kenneth A. Holseberg

Subscribed to before me this 11th day of August, 2016.

Signature: [Signature]
 Title: President

Notary Seal:



AFFIDAVIT B
City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of Gulf Stream Construction Company, Inc. I hereby certify that on the
 (Name of Offeror)
Forest Acres and Heathwood Drive Drainage Improvement Projects, Total Project Amount \$ 9,158,045.49
 (Project Name)

I will make a good faith effort to expend a minimum of 20 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Seacoast Supply LLC 843-377-2900	W	Construction Supplies	\$ 2,085,933
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____
 Total Woman Owned Participation 21 % \$ 2,085,933

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

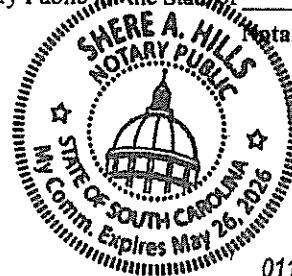
The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: 8/11/2016 Name of Authorized Officer (Print/Type): Kenneth A. Holseberg

Signature: _____
 Title: President

Sworn to before me this 11th day of August, 2016.
 My Commission Expires: 5/26/26
 Print Name: Shere' A. Hills
 Phone Number: 843-572-4363
 Address: 1983 Technology Drive
Charleston, South Carolina 29492

Notary Public for the State of South Carolina
 Notary Seal:



AFFIDAVIT C

**City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.**

Affidavit of Gulf Stream Construction Company, Inc.

(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the _____

*****WE DO NOT INTEND TO SELF PERFORM 100% OF THE WORK*****

contract.

(Name of Project)

In making this certification, the Offeror states that the Offeror does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all the elements of the work on this project with his/her own current work forces, and

The Offeror agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Offeror to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Seal:

(End of Section 01140)

Forest Acres and Heathwood Drive Drainage Improvement Projects - Department of Public Service

SECTION 01142

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Gulf Stream Construction Co., Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto City of Charleston as OWNER, in the penal sum of Five Percent (5%) of Total Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 11th day of August, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Charleston a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of

FOREST ACRES AND HEATHWOOD DRIVE DRAINAGE IMPROVEMENT PROJECTS

NOW, THEREFORE,

1. If the said BID shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals; and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Gulf Stream Construction Co., Inc.
By: [Signature] (L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety
By: [Signature]
Della B. Case, Attorney-in-Fact

SEAL

IMPORTANT: Surety companies executing a BOND must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(End of Section 01142)

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

224572

Certificate No.

006455058

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Frank W. Hafner Jr., Wesley V. Dasher Jr., Robert J. Lavisky, Della B. Case, Duainette H. Cullum, Marian C. Newman, Adrian C. Burchett, Lori L. Jacobs, and Kyleigh C. Trybus

of the City of Columbia, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of December, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

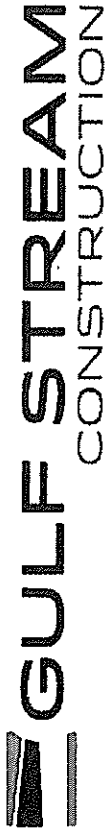
Robert L. Raney, Senior Vice President

On this the 9th day of December, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public



1983 Technology Drive • Charleston, SC 29492
 (843) 572-4363 • Fax (843) 572-9609
www.gulfstreamconstruction.com

Subcontractor Participation Report

Project Name:	Forest Acres And Heathwood Drive Drainage Improvement	Customer:	City Of Charleston
Job Number:	Prebid 7/14 @ 2:00 PM	Billing Address:	823 Meeting Street
Bid As:	General Contractor	Phone:	Charleston, SC 29403 USA
Estimator:	Chad Mowery	Contact:	(843) 720-1983
Project Address:		Target Bid Price:	\$9,758,085.17
Completion Date:			

Subcontractor Information

Subcontractors: 12		Total Subcontracted †:	\$2,329,712.48	% of Target Price:	23.87%				
Company Name	Contact	Phone	Amount	% of Price	License #	Address	City	State	Zip
BC Canon	Evelyn Robertson	864-235-7979	\$25,192.55	0.26%	TRAFFIC CONTROL	2501 Rutherford Rd	Greenville	SC	
Carolina Pavement Markings Inc.	James Collinsworth	(843) 369-2156	\$26,350.00	0.27%	STEERING	PO Box 68	Conway	SC	29528
Chandler Construction Services Inc	Bill Weeks	843-767-0096	\$855,041.00	8.76%	WATER / SEWER	543 Long Point Road	Mt Pleasant	SC	29464
Elite Concrete Contracting, LLC	Edgar Pena Duarte	(803) 466-2529	\$26,160.00	0.27%	CONCRETE	416 Buttonbush Court	Columbia	SC	29229
General Precast Manufacturing, Inc.	Bob Joyner	(843) 761-7888	\$409,640.00	4.20%	CONC WALLS / HEAD WALLS	P.O. Box 217	Moncks Corner	SC	29461
Green Acres Services, Inc.	Randy Dukes	843-873-6300	\$160,166.48	1.64%	LANDSCAPING	PO Box 774	St. George	SC	29477
Hendon Inc	DJ Jennings	843-821-5301	\$64,661.95	0.66%	SEEDING / FERTILIZER	PO Box 36	Lugoff	SC	29078
J.B. Moore LLC	Justin Moore	(843) 276-3889	\$62,040.00	0.64%	CLEANING	14 Norview Circle	Charleston	SC	29407
Sanders Brothers	Andrew McLaughlin	7444261	\$339,475.00	3.48%	ASPHALT		Charleston	SC	
Sanders Brothers Construction Company Inc	Chris Davis	(843) 744-4261	\$29,184.50	0.30%	TV STATION DRAIN	1990 Harley Street	N. Charleston	SC	29406
SW+A Surveying, LLC	Linda Odle	(843) 795-9330	\$51,540.00	0.53%	LAYOUT / EROSION CONTROL	1035 B Jenkins Road	Charleston	SC	29407

Legend: † denotes that the Total Subcontracted value may include "Quick" subcontracted cost.

Subcontractors: 12 Total Subcontracted †: \$2,329,712.48 % of Target Price: 23.87%

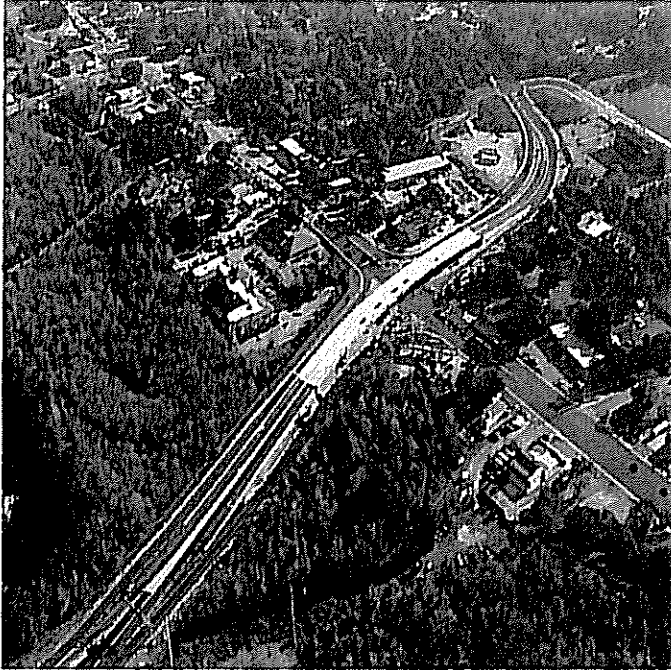
Company Name	Contact	Phone	Amount	% of Price	License #	Address	City	State	Zip
Terracon Inc	Reg Christopher	(843) 884-1234	\$21,571.00	0.22%	TESTING	1450 5th Street West	North Charleston	SC	29405

Legend: † denotes that the Total Subcontracted value may include "Quick" subcontracted cost.

STATEMENT OF QUALIFICATION

This section contains qualification information in regards to projects similar to the Forest Acres and Heathwood Drive Improvements project completed by Gulf Stream Construction Company, Inc.

**Title and Location: US Highway North 17 and Hungryneck Bridge Interchange
Mount Pleasant, South Carolina**



Project Owner: The Town of Mount Pleasant, SC

Point of Contact: Brad Morrison, P.E.

Contact Telephone Number: 843-884-1229

Year Completed: 2014

Construction Cost : \$61,000,000

Gulf Stream was the Prime Contractor for the improvements, widening and new civil construction for the US Hwy North 17 and Hungryneck Boulevard Bridge Interchange project. It features a complex scope and schedule, night-time crew work, extensive earthmoving, grading, utility system relocation and construction, concrete curb, gutter and sidewalk, paving, markings, traffic control elements, signalization and signage, erosion control, natural resources protection, landscaping and lighting, stormwater system and retention construction, and site safety management.

Relevance to this Project:

- **30,000 LF of 6-Lane Roadway Construction + 810 LF 4-Lane Bridge Construction**
- **88,000 LF of Concrete Pile Foundation Constructed**
- **47,762 LF of Concrete Stormwater Pipe Installed**
- **SCDOT Managed Project with The Town**
- **Highway Remained Open During Construction**

Firms Involved with this Project: **Gulf Stream Construction Co, Inc.**

Project Location: North Charleston, SC

Role: Prime Contractor, Roadway Construction, Stormwater System Construction

Open Project List

Job Status: Final Closed

INFO

Contract/Job: 111871. Hwy 17 Widening and Bridge 10.037229AR1

Customer: 2935 - Town of Mt. Pleasant

100 Ann Edwards Lane

Mt. Pleasant SC 29464

A/P Contact:

(843)849-2786

Engineer: 9000 - HDR, Inc.

3955 Faber Place Drive, Suite 300

North Charleston SC 29405-8580

Project Manager: Michael J. McClintock, P.E.

Supt.: E. Longshore; W. Dear

Estimator: Brian Himes

County: Charleston

1013 Hungryneck Blvd

Mt Pleasant, SC 29464 US

Start Month: 6/1/2011

Original Contract: \$56,679,443.57

Current Contract Amt: \$62,681,024.08

Retainage %: 0.00%

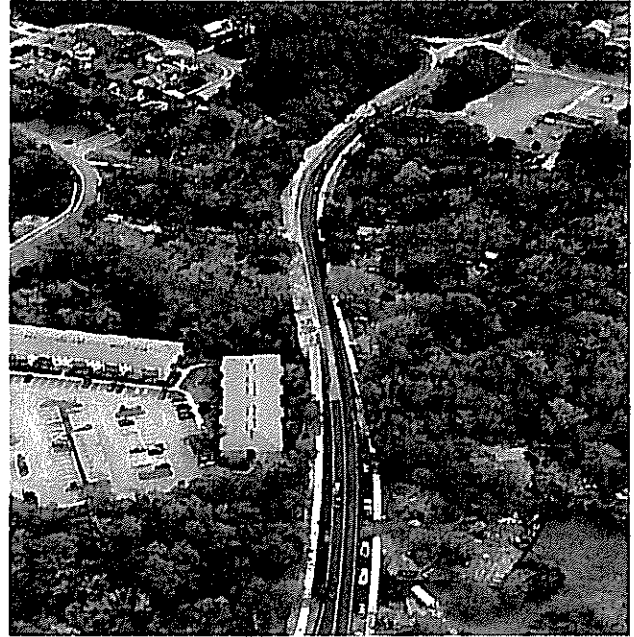
Projected Completion: April 08, 2013

LDs: \$0.00 per day

Original Contract Days: 0

Current Contract Days: 0

**Title and Location: Bowman Road, Phases I and II
Mount Pleasant, South Carolina**



Project Owner: Town of Mount Pleasant, SC
Point of Contact: Paul Lykins, P.E.
Contact Telephone Number: 843-884-1229
Year Completed: 2011 Phase I and 2013 Phase II
Construction Cost: \$7,400,000

This new 2 through 5-lane municipal roadway carries Bowman Road through an environmentally sensitive area adjacent to historic Shem Creek. It features a of new roadway construction plus the related infrastructure elements. Our scope includes soil import, earthmoving, grading, concrete curb, gutter and sidewalk, paving, markings, traffic control elements, signalization and signage, erosion control, stormwater system construction, site safety management and protection of natural resources. This major roadway was maintained as operational during our construction activities.

Relevance to this Project:

- **Construction of 5,400 LF of New Municipal Roadway**
- **Construction Methods to Protect Natural Resources**
- **Roadway Stayed Open During Construction**
- **Construction in Accordance with SCDOT Standards**

Firms Involved with this Project: **Gulf Stream Construction Co, Inc.**

Role: Prime Contractor, Road Construction, Infrastructure Construction

Open Project List

Job Status: Final Closed

INFO

Contract/Job: 121939. Bowman Road Widening Phase II File No. 10.193B

Customer: 2935 - Town of Mt. Pleasant

100 Ann Edwards Lane

Mt. Pleasant SC 29464

A/P Contact:

(843)849-2786

Engineer: 9002 - South Carolina Department of Transportation

955 Park Street

Columbia SC 29201-3959

Project Manager: Matt Arrants, PE, LEEDAP

Supt.: Will Dear

Estimator: Paul Capps

County:

Start Month: 5/1/2012

Original Contract: \$6,231,725.47

Current Contract Amt: \$5,763,519.31

Retainage %: 10.00%

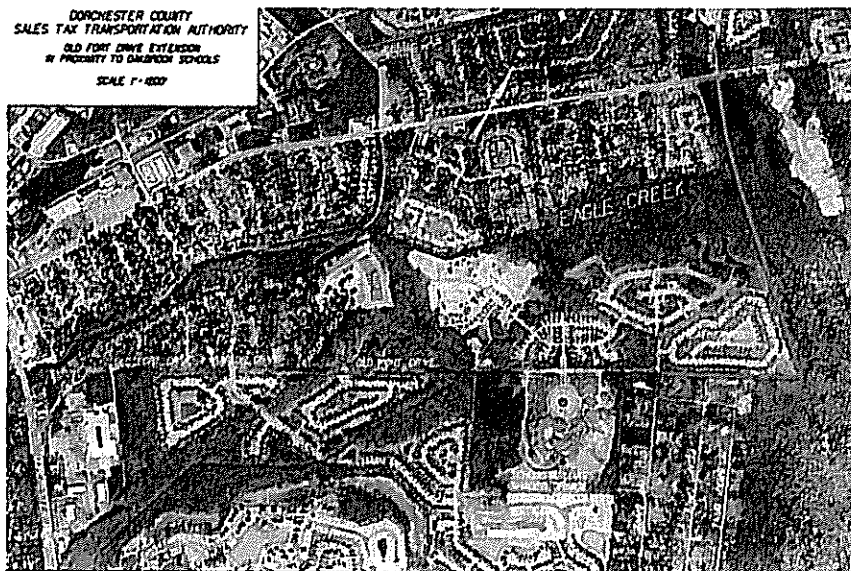
Projected Completion: July 07, 2013

LDs: \$0.00 per day

Original Contract Days: 0

Current Contract Days: 0

**Title and Location: Old Fort Drive
Summerville, South Carolina**



Project Owner: Dorchester County, SC
Point of Contact: J. Mike Simpson, P.E. – Davis & Floyd, Inc.
Contact Telephone Number: 843-554-8602
Year Completed: 2014
Construction Cost: \$6,100,000

This new multi-lane municipal roadway plus an integral 700-LF bridge carries Old Fort Drive through an environmentally sensitive area. It features a 4-lanes of new roadway construction plus the related infrastructure elements. Our scope includes soil import, removal of unsuitable soils, earthmoving, grading, concrete curb, gutter and sidewalk, paving, markings, traffic control elements, signalization and signage, erosion control, stormwater system construction, site safety management and protection of natural resources.

Relevance to this Project:

- **Construction of New 8,000-LF Roadway Plus 700- LF Bridge**
- **Environmentally Sensitive Site Conditions**
- **Bridge Constructed over Sensitive Environment**
- **Construction in Accordance with SCDOT Standards**
- **Teamed with Davis & Floyd, Inc.**

Firms Involved with this Project: **Gulf Stream Construction Co, Inc.**

Role: Prime Contractor, Roadway Construction, Stormwater System Construction

Open Project List

Job Status: Open

INFO

Contract/Job: 131973. Old Fort Drive Phase - 18.DORC.33
Customer: 8517 - Dorchester County Sales Tax Transportation Authority
P.O. Box 96
St. George SC 29477

A/P Contact:

Engineer: 1570 - Davis & Floyd, Inc.
3229 W. Montague Ave
Charleston SC 29418

Project Manager: Harmon Todd, PE
Estimator: Paul Capps
Supt.: Willie Dear

County: Dorchester

Old Fort Drive and Recess Drive
Ladson/Summerville, SC 29456 US

Start Month: 1/1/2013

Original Contract: \$6,074,673.76

Current Contract Amt: \$6,214,478.30

Retainage %: 10.00%

Projected Completion: February 28, 2015

LDs: \$0.00 per day

Original Contract Days: 758

Current Contract Days: 758

SECTION 01210 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016,
by and between THE CITY OF CHARLESTON,

acting herein through its _____ Mayor _____
(Title of Authorized Official)

hereinafter called "OWNER" and _____ Gulf Stream Construction Company, Inc. _____
(Name of Contractor)

doing business as _____ a Corporation _____,
(an Individual), (a Partnership) or (a Corporation)

of the City of Charleston, County of Charleston, and

State of South Carolina, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

FOREST ACRES AND HEATHWOOD DRIVE DRAINAGE IMPROVEMENT PROJECTS

hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 540 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$1,000 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

Nine Million, Nine Hundred and Twenty-Eight Thousand, Forty-Five Dollars and Forty-Nine Cents,
\$(9,928,045.49) or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

5.1 Advertisement for Bids

5.2 Information for Bidders

5.3 Bid

5.4 Bid Bond

5.5 Agreement

5.6 General Conditions

5.7 Supplemental Conditions

5.8 Performance Bond

5.9 Payment Bond

5.10 Notice of Award

5.11 Notice to Proceed

5.12 Change Orders

5.13 Drawings prepared for the City of Charleston, and listed in the Supplemental Conditions

5.14(A) South Carolina Department of Transportation *Standard Specifications for Highway Construction*, Latest Edition.

5.14(B) Charleston Water Systems (CWS) Standard Specifications (latest edition)

5.15 Addenda

No. 1 Dated July 21, 2016

No. 2 Dated July 27, 2016

No. 3 Dated August 1, 2016

No. 4 Dated August 4, 2016

No. 5 Dated August 5, 2016

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

(OWNER)

By: _____

(SEAL)

(Title of Authorized Official)

ATTEST:

(Secretary)

(Witness)

Gulf Stream Construction Company, Inc.

(CONTRACTOR)

By: _____

(Title)

(SEAL)

1983 Technology Drive, Charleston, SC 29492

(Address)

ATTEST:

(Secretary)

(Witness)

(End of Section 01210)

SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Gulf Stream Construction Company, Inc.
(Name of Contractor)

1983 Technology Drive, Charleston , South Carolina 29492
(Address of Contractor)

a _____ Corporation _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Suite 2100, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of Nine Million, Nine Hundred and Twenty-Eight Thousand, Forty-Five Dollars and Forty-Nine Cents, \$(9,928,045.49) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

FOREST ACRES AND HEATHWOOD DRIVE DRAINAGE IMPROVEMENT PROJECTS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2016.

ATTEST:

Principal

(Principal) Secretary (SEAL)

By: _____(S)

Address

Witness as to Principal

Address

ATTEST:

Surety

(Surety) Secretary

By: _____
Attorney-in-Fact

(SEAL)

Address

Witness as to Surety

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01212)

SECTION 01214 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Gulf Stream Construction Company, Inc.
(Name of Contractor)

1983 Technology Drive, Charleston, South Carolina 29492
(Address of Contractor)

_____, hereinafter called
(an Individual), (a Partnership), or (a Corporation)

Principal, and (Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Suite 2100, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of Nine Million, Nine Hundred and Twenty-Eight Thousand, Forty-Five Dollars and Forty-Nine Cents, \$(9,928,045.49) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

FOREST ACRES AND HEATHWOOD DRIVE DRAINAGE IMPROVEMENT PROJECTS

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall

be deemed an original, this the _____ day of _____, 2016.

ATTEST:

(Principal) Secretary (SEAL)

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Address

Principal

By: _____(S)

Address

Surety

By: _____
Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01214)

SECTION 01219

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of _____

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signed)

Date: _____

(End of Section 01219)

NOTICE OF AWARD

TO: Gulf Stream Construction Company, Inc.
1983 Technology Drive
Charleston, South Carolina 29492

PROJECT DESCRIPTION: **FOREST ACRES AND HEATHWOOD DRIVE DRAINAGE IMPROVEMENT PROJECTS**

The OWNER has considered the BID submitted by you on August 11, 2016, for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

Nine Million, Nine Hundred and Twenty-Eight Thousand, Forty-Five Dollars and Forty-Nine Cents,
\$(9,928,045.49).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2016

City of Charleston
Owner

By: Laura S. Cabiness, P.E.
Title: Director of Public Service / City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

This the ____ day of _____, 2016

By

Title _____

NOTICE TO PROCEED

TO: Gulf Stream Construction Company, Inc.

Date: _____

1983 Technology Drive

FOREST ACRES AND HEATHWOOD DRIVE
DRAINAGE IMPROVEMENT PROJECTS

Charleston, South Carolina 29492

You are hereby notified to commence WORK in accordance with the Agreement dated

_____, on or before _____, and you are to complete the
WORK within 540 consecutive days thereafter. The date of completion of all WORK is therefore

_____.

City of Charleston

Owner

By _____

Laura S. Cabiness, P.E.

Title Director of Public Service / City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 2016.

By _____

Title _____

SECTION 01230 GENERAL CONDITIONS

1. GENERAL

1.1 THE CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental and Other Conditions), Drawings, Specifications, Addenda, Notice of Award, Notice to Proceed, and Change Orders.

1.2 CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, maintenance of traffic, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy and operation by the Owner.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3 CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word *similar* occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.

- 1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

- 1.5 SPECIFICATION HEADINGS: For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct nor complete segregation of the various types of material and labor or as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

- 1.6 DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor will be furnished a complete set of Electronic Drawings and Specifications to be used during the course of construction. If more hardcopy sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

- 1.7 DEFINITIONS: Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Document, Drawings and Specifications by additions, deletions, clarifications or corrections. Such addenda or addenda will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

BID: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

BID BOND: The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the work if his proposal is accepted.

BIDDER: Any individual, firm or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BONDS: Bid, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, Addenda issued prior to execution of the Contract, Notice of Award, Notice to Proceed and Change Orders.

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word *elevation* or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.

MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Document.

PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the work if his proposal is accepted.

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIALIST: An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

STRUCTURES: Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

SUBBASE: The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement or subsequent layer of the construction.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

SUB-SUBCONTRACTOR: An individual, firm or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL CONDITIONS: Conditions of the Contract other than the General Conditions.

SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY: The corporation, partnership or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debt pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TRENCH PROTECTION: The falsework required to maintain the side walls of excavation from cave-ins, sloughing, or otherwise moving during excavation or while work in the trench is in progress. The protection must meet all OSHA safety standards.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

- 1.8 ADDITIONAL DEFINITIONS: Wherever in the Specifications or on the Drawings, the words *as designated, as detailed, as directed, as ordered, as permitted, as prescribed, as provided, as requested, as required*, or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request or requirement of the Engineer is intended.

Similarly, the words *approved, acceptable, satisfactory*, and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

- 1.9 ABBREVIATIONS: Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AED	American Equipment Dealers
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AFI	American Filter Institute
AGA	American Gas Association
AGC	Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
AMA	Acoustical Materials Association
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association

ARA	American Railway Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	Asphalt and Vinyl Asbestos Tile Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CABRA	Copper and Brass Research Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, US Department of Commerce
CSI	Construction Specification Institute
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
FCI	Fluid Controls Institute
FGJA	Flat Glass Jobbers Association
FIA	Factory Insurance Association
FM	Factory Mutual
FMEC	Factory Mutual Engineering Corporation
FS	Federal Specification
FSPT	Federation of Societies for Paint Technology
FSS	Federal Specifications, General Services Administration
FHWA	Federal Highway Administration
GA	Gypsum Association
IBI	Insulation Board Institute
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electric and Electronics Engineers
IES	Illuminating Engineering Society
ILIA	Indiana Limestone Institute of America, Inc.
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
LIA	Lead Industries Association
MBMA	Metal Building Manufacturers Association
MIA	Marble Institute of America
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
MPTA	Mechanical Power Transmission Association
MRIS	Maritime Research Information Service
MS	Military Specification
MSTD	Military Standard

NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association, Inc.
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NHLA	National Hardware Lumber Association
NLA	National Lime Association
NLGI	National Lubricating Grease Institute
NLMA	National Lumber Manufacturers Association
NMA	National Microfilm Association
NMWIA	National Mineral Wool Insulation Association
NPC	National Plumbing Code
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	The National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDCA	Painting and Decorating Council of America
PEI	Porcelain Enamel Institute
PI	Perlite Institute
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
RTI	Resilient Tile Institute
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBI	Steel Boiler Institute
SCDOT	South Carolina Department of Transportation
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation, US Department of Commerce
SSBC	Southern Standard Building Code
SSGC	Southern Standard Gas Code
SSPC	Steel Structures Painting Council
TAPPI	Technical Association of the Pulp and Paper Industry
TCA	Tile Council of America
TRB	Transportation Research Board
UL	Underwriters' Laboratories, Inc.
WWPA	Western Wood Products Association

2. OWNER'S RIGHTS AND RESPONSIBILITIES

- 2.1 CHANGES IN THE WORK: The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making

alterations therein, additions thereto, or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled *PAYMENT FOR EXTRA WORK*.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2 PROJECT ENGINEER: As Engineer for this project the Owner has retained the following:

Richard Karkowski
Thomas & Hutton Engineering Co.
682 Johnnie Dodds Boulevard, Suite 100
Mount Pleasant, South Carolina 29464

2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

- 2.3.1 Interpretation of Contract Documents.
- 2.3.2 Approval of samples and shop drawings.
- 2.3.3 Preparation of supplementary details and instructions.
- 2.3.4 Inspection and approval of construction work.
- 2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 LIABILITY OF OWNER: No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in

the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

- 2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

- 2.6 SURVEYS, PERMITS AND REGULATIONS: The Owner will furnish a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled *CHANGES IN THE WORK*.

- 2.7 LINES, GRADES AND MEASUREMENTS: The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfittings in, the work.

- 2.8 OWNER'S RIGHT OF AUDIT: In case the Owner agrees that a Contractor is to perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make for any work done on a cost plus basis.

- 2.9 OWNER'S RIGHT TO SEPARATE CONTRACTS: The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

- 2.10 OWNER'S RIGHT TO DO WORK: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

- 2.11 OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the Agreement with the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

- 2.12 SUSPENSION OF WORK, TERMINATION AND DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the

Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

- 2.13 INSPECTIONS AND TESTING: If the Contract Documents, Owner's instructions, laws, ordinances or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.
- 2.14 INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.
- 2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.
- 2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.
- 2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.
- 2.18 OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- 3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.
- 3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled *Safety and Health Regulations for Construction* (29 CFR 1518, renumbered as Part

1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

- 3.3 STATED ALLOWANCES: The Contractor shall include in his proposal the cash allowances stated in the Bid Schedule. The Contractor shall purchase the *Allowed Materials* or Services as directed by the Engineer. If the actual price for purchasing the *Allowed Materials* or Services is more or less than the *Cash Allowance*, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses.
- 3.4 ARCHAEOLOGICAL RIGHTS: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.
- 3.5 AS-BUILT DRAWINGS: Refer to Section 01232 – “Supplemental Conditions”, Item 28 for requirements associated with maintaining marked “record” drawings, and for the preparation and submittal of as-built drawings for each of the drainage improvement projects. Final payment for the work will not be made until the As-built Drawings have been completed, and final approval received from the reviewing agencies.
- 3.6 OBLIGATIONS OF CONTRACTOR: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall check all dimensions, elevations, quantities and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications or conditions at the site. He will not be allowed to take advantage of any discrepancy, error or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto and the Contractor shall carry out these instructions as if originally specified.

- 3.7 CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Subsection 3.28 entitled *PROTECTION OF WORK, PROPERTY AND PERSONS IN AN EMERGENCY*. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be

determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

- 3.8 CLAIMS FOR DAMAGE: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a entitled *ENGINEER'S AUTHORITY*, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

- 3.9 CUTTING AND PATCHING: The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

The Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.

All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

- 3.10 CLEANING UP: The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant,

machinery, tools, construction equipment, temporary work and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

- 3.11 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS: In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.
- 3.12 OVERALL PROJECT COORDINATION: The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.
- 3.13 COMMUNICATIONS: The Contractor shall forward all communications to the Owner through the Engineer.
- 3.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3.15 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the work.
- 3.16 EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer. Provided, however, that the failure of the Owner or Engineer to object to an employee is not to be considered acknowledgment or approval of the employee's competence by the Engineer or Owner.
- 3.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT: If, in the judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within the time specified, the Engineer may, after giving written notice,

require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer may deem necessary to enable the work to progress properly.

- 3.18 EXISTING STRUCTURES: Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.
- 3.19 INDEMNIFICATION: The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by an limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 3.20 INTOXICATING LIQUORS: The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.
- 3.21 LEGAL ADDRESS OF CONTRACTOR: The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Service of any notice, letter or other communication upon the Contractor personally shall likewise be deemed sufficient service.
- 3.22 MUTUAL RESPONSIBILITY OF CONTRACTORS: The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

- 3.23 NIGHT, LEGAL HOLIDAYS AND SUNDAY WORK: No work shall be done at night, legal holidays or on Sunday except:

3.23.1 Usual protective work, such as pumping and the tending of lights and fires;

3.23.2 Work done in case of emergency threatening injury to persons or property;

3.23.3 When provided for under Supplemental Conditions as herein specified;

3.23.4 If all of the conditions set forth in the next paragraph below are met.

No work other than that included in 3.23.1, 3.23.2, and 3.23.3 above, shall be done at night except when:

3.23.4.1 In the judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3.23.4.2 The work will be done by a crew organized for regular and continuous night work;

3.23.4.3 The Engineer has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

- 3.24 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

- 3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction there of which theretofore may have been accepted.

- 3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the

work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

- 3.27 PROTECTION OF WORK, PROPERTY AND PERSONS: The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- 3.28 PROTECTION OF WORK, PROPERTY AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

- 3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidal, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

- 3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.

The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this

Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall protect the trunks of trees adjacent to his work with the tree protection barricades shown in details. Tree protection shall be constructed to protect trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

- 3.31 RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed and planted areas which have been injured by the Contractor's operations, shall be restored by the Contractor to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

- 3.32 INTERFERENCE WITH AND PROTECTION OF STREETS: The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. See Section 4 – Supplemental Conditions.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the highway, police and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

- 3.33 TRAFFIC CONTROL: Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense.
- 3.34 CONSTRUCTION DRAINAGE: The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water, tidal flow, and seepage water during construction and keep all excavations, pits and trenches free from water at all times.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of soil, earth and other material and the conduction of the eroded materials onto adjacent

properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

- 3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.
- 3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.
- 3.37 SOIL EROSION AND SEDIMENT CONTROL: The Contractor's attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. He shall promptly repair all areas that may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Owner and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.
- 3.38 SUBSURFACE CONDITIONS: The applicable provisions governing Subsurface Conditions are contained in the Contract Documents.
- 3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor, including any specialty Subcontractor, without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing by the Engineer.

- 3.40 SUPERVISION: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all being satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to the Owner any error, inconsistency or omission which he may discover.

- 3.41 TAXES: The Contractor shall promptly pay federal, state and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

- 3.42 TEMPORARY HEAT: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment and method of heating shall be satisfactory to the Owner's Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.

- 3.43 SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the

first employees arrive on the site of the Work, shall be properly secluded or screened from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

- 3.44 TEMPORARY UTILITIES: The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

- 3.45 UNCOVERING AND CORRECTION OF WORK: The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

- 3.46 COOPERATION WITH UTILITIES: The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings, in this respect, is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in the present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

- 3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

- 4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.
- 4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims or encumbrances.
- 4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the

Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the *Owner's Right to Do Work*. If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*.

- 4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from which shall appear within a period of two (2) years from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.
- 4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.
- 4.6 GENERAL GUARANTEE: For a period of at least two (2) years after final acceptance, or longer if required by law, or by a special warranty provision of the CONTRACT DOCUMENTS, the CONTRACTOR warrants the fitness and soundness of all work done and for materials and equipment put in place. Neither the Final Certificate of Payment nor any other provision in the said CONTRACT shall constitute an acceptance of WORK not done in accordance with the CONTRACT DOCUMENTS, or relieve the CONTRACTOR of liability in respect to any express or implied warranties for faulty materials or workmanship. If within two (2) years after the date of final completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions, either correct such defective WORK, or if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all THE WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.
- 4.6.1 If in fulfilling the requirements of the CONTRACT or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.
- 4.6.2 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR shall be liable for all expenses incurred.

4.6.3 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the CONTRACT shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 MANUFACTURER'S DIRECTIONS: All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9 MATERIALS, SERVICES AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

4.10 MISCELLANEOUS ITEMS: The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.11 MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees or subcontractors are responsible, and he shall pay to the Owner all

costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Engineer.

- 4.12 PROTECTION AGAINST ELECTROLYSIS: Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.
- 4.13 RIGHT TO MATERIALS: Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner.
- 4.14 ROYALTIES AND PATENTS: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing.
- 4.15 SUBMITTAL SCHEDULE: Within ten (10) days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings and schedules and each sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than fifteen (15) working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five (5) calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Engineer. No application for partial payment will be approved until the submitted schedule is approved.

- 4.16 SHOP DRAWINGS: Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator, as correct for the Contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be

as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area, five by five inches, located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision Number and Date (if applicable)
- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear Identity of Contents and Location of Work

Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings that are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

The Contractor shall stamp all drawings to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE _____
CONTRACTOR'S NAME _____
APPROVED BY _____ DATE _____
SPECIFICATION SECTION _____ TRANSMITTAL NO. _____

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified there under.

Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval

details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing the Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter

The review of the Shop Drawings will be performed by the Engineer as follows:

- When the submittal fully conforms to the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated and returned to the Contractor. Changes shall not be made to the approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.
- When the submittal clearly does not conform to the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it *Rejected*. Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Rejected submittals shall not be released for any work.
- When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it *Approved as Noted*. Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's *Approved* stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

- 4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Engineer within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not be general in nature; each item must be clearly identified and located. Each page must

be printed on 8-1/2" x 11" paper or folded to that size in a manner that will be suitable for insertion in a three-ring binder.

- 4.18 **SAMPLES:** Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating the following:

- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of Material with Specification Section
- Name of Producer and Brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section and other pertinent data.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed to reach their destination in good condition. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

- 4.19 **STORAGE OF MATERIALS AND EQUIPMENT:** All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

- 4.20 INSPECTION AND TESTING: All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents including, but not limited to, SCDOT and Charleston Water System's testing requirements.

If the Contract Documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

- 4.21 SUBSTITUTIONS: The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

- 4.22 OR EQUAL CLAUSE: The phrase *or equal* shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Engineer they are

composed of parts of equal quality, or equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make or model.

Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers; etc., it is intended merely to establish a standard of quality and function; and, any material, article; or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article; or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

- 4.23 WAGES AND OVERTIME COMPENSATION: The Contractor and each of his subcontractors shall comply with all applicable Federal, State, and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.
- 4.24 NO WAIVER: Neither the inspection by the Owner or the Engineer, nor any order measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all right and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors or by any other person or persons.
- 4.25 WORK TO CONFORM: During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer.

All work done without instruction having been given therefore by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

- 4.26 WORKING HOURS: It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.

5. INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

- 5.1 LITIGATION OF DISPUTES: JURISDICTION: OWNER and CONTRACTOR agree that this CONTRACT shall be interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

- 5.2 WAIVERS EXPLICITLY IN WRITING: No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.
- 5.3 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.
- 5.4 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising there under. The bonds shall remain in force until:
- 5.4.1 The Project has been completed and accepted by the Owner.
- 5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or
- 5.4.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.
- The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.
- If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.
- 5.5 ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.
- 5.6 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

- 5.7 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the US Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

- 5.8 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 5.9 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.
- 5.10 CLAIMS: If at any time there is any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.
- 5.11 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such Subcontractor. All insurance coverage as required herein shall include the Owner as an additional insured therein.

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such

certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days notice in writing and delivered by registered mail to the Owner." Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

5.11.1 WORKMEN'S COMPENSATION INSURANCE

As required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

5.11.2 COMPREHENSIVE GENERAL LIABILITY

	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage
Premises and Operations	1,000,000	2,000,000	1,000,000
Elevator Liability	1,000,000	2,000,000	1,000,000
Contractor's Protective Liability	1,000,000	2,000,000	1,000,000
Products Liability, Including Completed Operations Coverage	1,000,000	2,000,000	1,000,000

5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

All Owner Automobiles	1,000,000	2,000,000	1,000,000
Non-Owned Automobiles	1,000,000	2,000,000	1,000,000
Hired Car Coverage	1,000,000	2,000,000	1,000,000

5.11.4 SUBCONTRACTOR'S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.12 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.13 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

5.13.1 All employees on the Work and all other persons who may be affected thereby;

5.13.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of Subcontractors or Sub-subcontractors; and

5.13.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6. PROGRESS AND COMPLETION OF WORK

6.1 NOTICE TO PROCEED: Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

- 6.2 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.
- 6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.
- 6.4 WORK CHANGES: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 20% of the Contract Amount, without invalidating the Contract. Competition and time of completion affected by the change shall be adjusted at the time of ordering such change. Payment for addition or deletion of work shall be at the unit price set forth in the bid.
- 6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.
- 6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., not caused by the Contractor may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay. Act of God shall mean an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.
- All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.
- This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.
- 6.7 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.
- 6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided

in Subsection 4.6 entitled *GENERAL GUARANTY*, and as provided in Subsection 6.9 entitled *CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT*.

6.9 **CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:** The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 **PROGRESS SCHEDULE:** Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work. No activity included in the schedule shall have a duration greater than fifteen (15) days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 **SCHEDULES, REPORTS AND RECORDS:** The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 **ABANDONMENT OF WORK OR OTHER DEFAULT:** If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery,

appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. PAYMENTS TO THE CONTRACTOR

- 7.1 PRICES FOR WORK: The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

Payments by the Owner to the Contractor shall be based on a Lump Sum for the scope of Work. Unit prices have been received from the Contractor and agreed to by the Owner to provide agreed upon prices for modification to Work quantities. The Owner and Contractor agree that if the scope of Work either increases or decreases within 20% of the original unit prices, the payment for such increase or decrease shall be based on the unit prices as set forth in the Contract Documents.

- 7.2 SCHEDULE OF VALUES: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

- 7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled SCHEDULE OF VALUES and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part.

The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled *RETAINAGE*.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

- 7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

- 7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of the following:

- 7.5.1 Defective work not remedied.
- 7.5.2 Claims filed or reasonable evidence indicating the probably filing of claims.
- 7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.
- 7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.
- 7.5.5 Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

- 7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor or partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

- 7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed *punch list*) and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such

work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

- 7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- 7.9 USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.
- 7.10 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.
- 7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION* and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.
- Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION*, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds there from after deducting all the costs and expense that should have been borne by the Contractor.
- 7.12 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and shall be based on unit price(s) or a combination of unit price(s) as set forth in the Contract Documents within 20% of the original unit prices. Any unit quantity greater than 20% of the original amount shall include a cost savings to the Owner based on economy of scale.
- 7.13 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12 entitled *SUSPENSION OF WORK, TERMINATION AND DELAY*, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

- 7.14 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*, shall be paid by the Contractor.
- 7.15 PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER: Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled *OWNER'S RIGHT TO TERMINATE CONTRACT*, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.
- 7.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Subsection 4.18 entitled *SAMPLES*, shall be furnished by the Contractor at his expense.
- 7.17 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.
- The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.
- 7.18 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.
- 7.19 DELAYS AND DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the

Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable times may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted, provided that the Owner reserves the right to elect other remedies available at law or in equity in lieu of liquidated damages.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

- 7.19.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and
- 7.19.2 The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

As used in subparagraph 7.19.1 above, the term *subcontractors or suppliers* means subcontractors or suppliers at any time.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)

SECTION 01232

SUPPLEMENTAL CONDITIONS

1. CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.
2. CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
3. CONTRACT MODIFICATION: All changes that affect the cost of the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule as well as decreases or increases in the quantities of installed units that are different from those shown in the bidding schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.
4. TRAFFIC & CONSTRUCTION REQUIREMENTS
 - 4.1 Permissible working hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. No work is permitted between Friday, 7:00 p.m. and Monday, 7:00 a.m.
 - 4.2 The contractor is required to maintain access to all adjacent properties at all times. Prior to any construction, the Contractor shall submit a detailed work and traffic plan for approval by the City of Charleston's Department of Traffic & Transportation, the South Carolina Department of Transportation, and the Engineer.
 - 4.3 During non-working hours, trenches shall be backfilled or bridged with suitable steel or pre-cast concrete plates or barricaded, preventing access to the open trench.
 - 4.4 All trenches shall be shored with continuous sheeting designed by a SC Registered Professional Engineer. Sheeting shall be braced as excavation proceeds to prevent movement of soils and provide maximum protection for adjacent utilities. Crossing utilities shall be supported and protected during excavations. The shoring design shall detail the supports and protection for crossing utilities. The shoring design will be submitted to the Engineer a minimum of one week before the work is scheduled to start. The Engineer will review the submittal for completeness and that the goals of the project are being attained. The Engineer assumes no responsibility for the technical aspects of the contractor's design.
 - 4.5 No materials are to be stored on roadway. All excess materials shall be stored within the limits of the roadway or at a reasonably accessible staging area that will not delay progress of work. The material storage site is to be limited to that which is required for immediate work. Location and size of storage area must be approved by the Engineer.

- 4.6 All impacted pavement markings shall be catalogued prior to the start of construction. It will be the responsibility of the contractor to see that any markings destroyed or removed by excavations are replaced. The materials and replacement of the pavement markings shall be in accordance with the South Carolina Department of Transportation requirements and approved by the City of Charleston Department of Traffic and Transportation.
- 4.7 Access shall be provided to the various business establishments at all times. Inconveniences, by re-routing access locations shall be kept to a minimum.
- 5. TEN STATES STANDARDS: The horizontal and vertical separation of sewer lines and water mains must be in accordance with the *Ten States Standards*.
 - 5.1 Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if one of the following conditions exists:
 - 5.1.1 It is laid in a separate trench.
 - 5.1.2 It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
 - 5.1.3 In either case, the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.
 - 5.2 Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation, or reconstructed with slip-on or mechanical joint cast iron pipe, asbestos-cement pressure pipe or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.
 - 5.3 Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint cast iron pipe, asbestos-cement pressure pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical joint cast iron pipe, and both services should be pressure tested to assure watertightness.
- 6. FEDERAL SAFE DRINKING WATER ACT: In accordance with Section 1417 of this Act, any pipe, solder, or flux used in the installation or repair of public water systems and plumbing used for drinking water, must be lead free. Lead free is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings. Leaded joints for the repair of cast iron pipes are not included. Lead shot and lead packers in well construction are no longer allowed.
- 7. WORK ON HIGHWAY RIGHT-OF-WAY: All work performed in roads and street crossings and all work performed on street or road rights-of-way shall be performed in accordance with *Policy for Accommodating Utilities on Highway Rights-of-Way*, current issue, by the South Carolina Highway Department.
- 8. WATER SUPPLY: It shall be the Contractor's responsibility to purchase and convey the necessary water to any location at which it is required on the project.

9. STATE AND LOCAL PERMITS, LICENSES, INSPECTIONS, CERTIFICATES: The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits and Certificate of Occupancy.
10. SIGNS: The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.
11. OWNER'S INSURANCE AUTHORITY: During all phases of construction, the Contractor will be required to perform his operations so as to comply expeditiously with the recommendations of the Owner's Insurance Authority.
12. PUBLICITY: All prime contractors and their subcontractors shall submit to the Owner for approval of all publicity items, including photographs, relating to the work of this project. Owner shall approve any and all material prior to release for publication.
13. PROTECTION OF WORK: The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.
14. ELEVATION DATUM: The datum adopted by the Engineer is NAVD88. All elevations shown on the Drawings or referred to in these specifications refer to this datum. Several benchmarks are indicated on the Drawings.
15. OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any land outside the rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.
16. WORK IN STATE, and CITY RIGHTS-OF-WAY: Attention is directed to the fact that work will be going on in both City and County highway rights-of-way. The Owner has obtained permission for the Contractor to encroach on these rights-of-way for work.

The Contractor will be required to conform to the requirements of the South Carolina Department of Transportation and the City of Charleston while working within the rights-of-way.
17. WORK BEING PERFORMED NEAR WATER AND SEWER LINES: The Contractor will inform the Commissioners of Public Works as to the areas where work is being performed. It is required of the Contractor to obtain permission from the Commissioners of Public Works where alterations to their system are required. All repairs and/or alterations to Commissioners of Public Works owned utilities shall conform to their construction standards and requirements, including work being performed by approved contractors.
18. TRAFFIC CONTROL: The Contractor will comply with the manual published by the South Carolina Department of Highways and Public Transportation entitled *Traffic Controls for Street and Highway Construction and Maintenance Operations, Part V, of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.*

Provide traffic control as required and approved by the South Carolina Department Transportation and the City of Charleston.

Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

The Contractor shall provide signs where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

All traffic control and marking devices shall be in accordance with the provisions of the *State of South Carolina Uniform Manual on Traffic Control Devices*. Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

19. LINES, GRADES AND MEASUREMENTS: The Contractor shall employ, at his own expense, a competent civil engineer or land surveyor who shall be registered in South Carolina and who shall be thoroughly experienced in field layout work. Said Engineer shall establish all lines, elevations, reference marks, etc., needed by the Contractor during the progress of the work, and from time to time he shall verify such marks by instrument or by other appropriate means. The Owner's Engineer may waive the requirement for the Engineer to be registered in South Carolina upon a presentation of a resume, which is satisfactory. The waiving of this requirement may be revoked at any time by the Owner's Engineer.

Alignment and grade of all pipe, tunnels, and borings shall be continuously controlled by use of lasers established through the pipe or casing, not transferred from another medium. The Contractor shall furnish lasers and accessories as required and approved by the Engineer. The Contractor's Engineer will set and check each laser each day that work is in progress or more often as required to assure continuous accurate control.

The Contractor's Engineer responsible for lines and grades shall verify to the Owner in writing that work has been constructed to lines and grades as shown on the Drawings. This certification shall accompany each request for payment. The Owner's Engineer shall be permitted at any time to check the lines, elevations, reference marks, lasers, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the work, he shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore, and for the accurate construction of the entire work.

The Owner's Engineer shall have access to all field notes. Field notes will be recorded in bound field books, and carbon copies given the Owner's Inspector at the close of each shift.

20. CITY BUSINESS LICENSE: The successful Bidder and all subcontractors will be required to obtain a business license from the City of Charleston prior to beginning work, if said Bidder does not have a current license.
21. UTILITY LOCATIONS: Prior to beginning any excavation, the Contractor shall notify all public utility companies and have their lines located and marked. The following is a list of utility companies and persons to be contacted for utility locations.

UTILITY SERVICE
OR FACILITY

Telephone, Electric, Gas,
Cable TV

Water & Sewer

PERSON TO CONTACT
(NAME, TITLE & PHONE NO.)

Palmetto Utility Protection Service, Inc.
1-888-721-7877
Call 3 days prior to digging

Charleston Water System
(843) 727-6800 (Ask for Service Department)
Will send field technician to locate

22. DANGER SIGNALS AND SAFETY DEVICES: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under this Specifications or contract.
23. ARTIFACTS: Any historical artifacts that are unearthed during the excavation, removal or construction of subsurface material are the property of the Owner and shall be immediately turned over. The contractor shall also immediately notify the Owner when items that could be construed as historical are unearthed. Excavation shall be stopped in the area until the Owner notifies the Contractor that excavation may proceed.
24. PAVEMENT GUARANTEE: The Contractor warrants to the Owner that all materials and workmanship furnished on roadways are guaranteed in accordance with the terms of the General Conditions, Section 4, General Guarantee, for a period of two (2) years. The Contractor will remedy any settlements or deficiencies of the pavement surface within this period.
25. CLEAN-UP FOLLOWING STORM DRAIN INSTALLATION: Contractor will expedite clean-up and restoration work as required by the Contract Drawings and Specifications. To the maximum extent possible, roadways, drives, drainage ditches, and structures will be restored immediately after the pipeline installation. The restoration or replacement of public or private property should be scheduled as a top priority work item in the execution of this project.
26. PRE-CONSTRUCTION CONFERENCE: Prior to construction, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer.
27. PERFORMANCE STANDARDS: Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's Consultants, agent or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (latest edition) will apply.
28. AS-BUILT DRAWINGS: The Contractor shall keep accurate, legible records of the elevations, locations, types, and sizes of sanitary sewage lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes and box culverts, drainage structures, and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. Invert and frame elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the

Engineer and/or Owner, such copy shall be made available within 24 hours after the request is made.

For each drainage project, the Contractor shall prepare two sets of as-built drawings accurately depicting the data described above. One set of as-built drawings shall be prepared per the City of Charleston Engineering Department "AS-BUILT REQUIREMENTS", current as of the completion of the project. This set shall provide as-built horizontal and vertical locations for the overall drainage project and shall include the various items and information referenced above. In addition, the Forest Acre drainage project as-built drawings shall include edge of pavement elevations along the new pathway(s) at a minimum 100-foot stations, augmented with elevations at all high and low points, and all PC and PT points. The as-built drawings shall also include locations (with ground elevations) for all trees planted as part of this project. Each tree shall be labeled as to the size and type. It shall be the Contractor's responsibility to revise the as-built drawings as necessary in order to obtain approval from the City of Charleston's Engineering Department of the completed as-built drawings.

The second set of as-built drawings shall be prepared per the Charleston Water System's "RECORD DRAWINGS AND VALVE CARDS" requirements, current as of the completion of the project. This set shall provide as-built horizontal and vertical locations for the various water and sewer related utility work completed as part of the overall drainage project, and shall include the various items and information referenced above. The Contractor shall also prepare valve cards as required by Charleston Water System. It shall be the Contractor's responsibility to revise the as-built drawings and valve cards as necessary in order to obtain approval of the completed as-built drawings and valve cards from the Charleston Water System. Note that the final as-built drawings and valve cards shall be completed prior to scheduling testing of the relocated water and sewer utilities.

The as-built drawing sets and related items referenced above shall be prepared and certified by a licensed surveyor, other than Thomas & Hutton, registered in the State of South Carolina.

29. **SPECIFICATIONS AND DRAWINGS:** The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

FOREST ACRES DRAINAGE IMPROVEMENT PROJECT:

<u>Sheet No.</u>	<u>Title</u>
C0	Cover
G1.1 – G1.5	Legend, Abbreviations, & Location Map
D1.1 – D1.5	Demolition and Erosion Control Plan
EC1.1 – EC1.3	Stormwater Pollution Prevention Plan
U1.1 – U1.5	Utility Relocation Plan
C1.1 – C1.9	Plan and Profile
C1.10	Plan
C4.1 – C4.5	Traffic Control Plan
C5.1 – C5.6	CWS Water Details
C5.7 – C5.14	SCDOT Details
C5.15	Drainage Details
S1.1 – S1.2	Structural Details
LS1.1 – LS1.4	Landscape Plan
LS2.1	Planting Notes and Details
LS2.2	Landscaping Specifications

HEATHWOOD DRIVE DRAINAGE IMPROVEMENT PROJECT:

<u>Sheet No.</u>	<u>Title</u>
1	Cover
2	Legend, Abbreviations, & Location Map
3	General Notes
4	Demolition and Erosion Control Plan
5-6	Stormwater Pollution Prevention Plan
7	Erosion Control Details
8	Plan and Profile
9	Miscellaneous Details
10-11	SCDOT Details

THE TECHNICAL SPECIFICATIONS

S&ME, Hazardous Building Materials Assessment Report, dated August 30, 2012;
S&ME, Geotechnical Data Summary Report, Prepared October 12, 2012
S&ME, Geotechnical Exploration Report, Prepared April 19, 2013, revised June 2, 2016
S&ME, Technical Memorandum No. 2R1 – Forest Acres Drainage Improvements - Retaining
Wall from Sta 31+50 to 33+00, dated November 19, 2013

Refer to: SCDOT *Standard Specifications for Highway Construction*, latest edition.
Charleston Water Systems (CWS) *Standard Specifications*, latest edition.

(End of Section 01232)

COMMITTEE / COUNCIL AGENDA

13.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton DEPT. BRFC

SUBJECT: HEALTHCARE BUDGET FOR 2017

REQUEST: APPROVAL OF THE BLUE CROSS/BLUE SHIELD ADMINISTRATIVE CONTRACT, 2017
HEALTHCARE BUDGET, AND APPROVAL OF CIGNA LIFE AND DISABILITY RENEWAL

COMMITTEE OF COUNCIL: Ways & Means DATE: September 27, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
Corporation Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input checked="" type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input checked="" type="checkbox"/>
Procurement	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept./Div _____ Account #: 181000 51200; 181000 51215/51220

Balance in Account \$ _____ Amount needed for this item \$18,967,286; \$71,615/\$104,984

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

*The healthcare expenditures and premiums as well as the city-paid basic life and long-term disability insurance will be included in the 2017 budget.

Mayor's Signature: _____

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 AM THE DAY OF THE CLERK'S AGENDA MEETING.



JOHN TECKLENBURG
MAYOR

City of Charleston
South Carolina

KAY CROSS
DIRECTOR, HROD

Human Resources and Organizational Development

AGENDA

HUMAN RESOURCES COMMITTEE

SEPTEMBER 15, 2016

Place: 75 Calhoun Street, HR Training Room

Time: 4:00 pm

1. Open with prayer
2. Approval of minutes for September 22, 2014 meeting
3. New Business
 - A. Review and Approval of BCBS renewal and 2017 Healthcare Budget
 - B. Review and Approval of the Cigna life and disability renewal
4. Old Business
5. Other Business
6. Adjournment

Cc: Councilmember William Moody, Jr.
Councilmember James Lewis
Councilmember Dean Riegel
Councilmember Marvin Wagner
Councilmember Gary White
Mayor John Tecklenburg
Amy Wharton, CFO
Joleen Deames, ACFO
Kay Cross, Director of HROD
Heather Pope, Deputy Director of HROD

**City of Charleston
HR Committee Meeting
22 September 2014
Minutes**

The HR Committee held a meeting this date, beginning at 3:45pm at the First Floor Conference Room, City Hall, 80 Broad Street, Charleston, SC.

Notice of this meeting was sent to the media.

Committee Members present: Mayor Joseph P. Riley, Jr., Councilmembers Gary White (Chair), Dean Riegel (*arrived at 4pm*), William Moody, Jr., and Marvin Wagner.

Staff members present: Kay Cross, Director of HROD; Heather Pope, Deputy Director of HROD; Joleen Deames, ACFO; Peggy Jordan, Clerk of Council's office, recording.

Also present was Kevin Bryant from AON.

Chair White called the meeting to order at 3:45pm and asked for a moment of silence.

Approval of the 10 March 2014 Minutes

A motion to approve the minutes the 10 March 2014 meeting was made and seconded. The vote was unanimous.

New Business

- A. *Affordable Care Act (ACA) Changes for 2015 (Kay Cross)*
- B. *Review and Approval of BCBS renewal and plan design changes (Joleen Deames)*

Ms. Cross said that the following change would be effective the first of next year: the City is now required to provide health coverage for employees who work an average of 30 or more hours per week. They anticipate approximately 20 part-time employees becoming eligible for benefits, so they are proposing to change the definition of what a full-time employee is; from 37½ hours per week to 30 hours per week, beginning 01 January 2015. These 20 part-time employees will be classified as full-time employees, and will be eligible for health and dental. The only other benefits they are eligible for are Long-Term Disability (LTD) and Basic Life, at a very nominal charge; approximately \$500 a year for all 20. The dental and health costs will depend on whether or not they elect coverage and what tier they elect. We are required to make that change. We have made a report, and IFAS is going to help us track.

Councilmember Moody asked if the 20 employees were long-term employees or transient. Ms. Cross said most were long-term and most were in the Recreation Department. This is where we have the largest concentration of part-time employees. This is probably due to the variable hours, due to evening events and weekend sporting events that they need to staff. Councilmember Moody noted that these employees are not needed for a full 40 hours, so we lower the requirement to 30 hours, and add these 20 employees; so, what is the total cost for this? Ms. Cross said \$500 for Basic Life and LTD, plus an estimated cost – since we don't know how many will elect and on what tier – for health and dental, of approximately \$230,000. Our average cost is around \$11,500 per enrolled.

Councilmember Moody asked what employees would pay. Ms. Deames said it depended on what tier they selected, but it would be about \$1,000 each, for a total of \$20,000. Councilmember Wagner asked isn't the 37 hours full-time vs. part-time dictated by the Fair Labor Standards Act? Ms. Cross said that the organization could decide what constitutes full-time and part-time. Councilmember Wagner wondered why the definition had to be changed. Why not a third caveat? He's not sure that what we're trying to do is best-served by reducing the definition down to 30 hours for full-time. He said he'd heard of it being as low as 35, but not 30. Ms. Cross said by law, the ACA says regardless whether we classify them as part-time or full-time, we have to cover them. Councilmember Wagner said yes, we still cover them, but we don't

have to change the definition. He's more worried about the definition of full-time being 30 hours than he is about paying for the healthcare.

Ms. Cross said they checked with their Labor attorney to see if there was any reason why they shouldn't do that, since some organizations have created a third class, but they have different rules; for example, some don't allow part-time employees to file a grievance. The City has always allowed regular part-time employees the same benefits as full-time employees, except for health and dental insurance, supplemental insurance and some of the Wellness programs. She doesn't think any of this will affect us adversely, because the health and dental is where the cost is, and we will have to provide that, regardless. Councilmember Wagner said if we have to provide it, we have to provide it, but he still doesn't understand why we have to change the definition, just to comply with a new law.

Chair White said he understood what Councilmember Wagner was getting at; and the next question is, if that's an internal policy issue, how we define it – in this case, the \$230,000 expenditure, is what it is – if we define full-time as 30 hours, what potential items could we foresee that we would also be dictated to provide them, that we might not, if we left it at 35 hours per week. Down the road, is there anything that might cause us to have other employees reclassified? Ms. Cross said that the only two items the 30-hour employees would be eligible for would be Basic Life and LTD, but the City has group policies for those two products and they're very affordable. For this whole group of 20, the estimate is only \$500 in a calendar year, for those two benefits. They would be eligible to participate in some of the Wellness programs, like the gym reimbursement program, that part-time employees are currently not eligible to participate in. She has checked with legal counsel to make sure that there wasn't anything out there that could possibly potentially be affected, and counsel didn't think so.

Councilmember Wagner said he would feel better, if Ms. Cross had said counsel said absolutely not, that nothing could bite us. Ms. Cross said she would be happy to have counsel come back and give us an official determination in writing, or we could have some further dialogue on that. Chair White is correct; that's something that we're planning to do as a matter of policy, instead of creating a third group, "Benefits-Eligible Part-time". We have some time on this, but the health and dental benefit is something we're required to do.

Chair White asked if all the changes could be presented at one time, and voted on together. No one objected to this.

Ms. Deames said currently smoking cessation drugs are covered through the Wellness program, if the employee is enrolled in the class. These drugs will be covered at 100%, for a cost of \$1800 per year. Another change to the pharmacy plan is, currently we have three tiers: \$3 generic copay, 30% co-insurance for the brand drugs and 40% co-insurance for preferred drugs. They are recommending a four-tier program, going back to the copays: \$5/\$35/\$55 copays, and a flat \$100 copay for specialty drugs. Specialty drugs are the very expensive, high-end drugs that could cost \$3000-4000 per month. As another part of the AHCA, a medical maximum is required, which is similar to the out-of-pocket maximum, so it will be \$5,000 employee; \$8,500 family annually, cost neutral. We are also proposing switching Stop Loss companies. This year we are with Blue Cross Blue Shield (BCBS). AON did a market analysis for us, and recommends HCC, which we had, years ago, through Thomas Cooper, which will save \$45,000 in Stop Loss premiums. We will also be paying the re-insurance fee of \$145,000 and the PCORI fee of around \$7,000. This is figured at a 10% inflation rate, since the actual rate hasn't been set yet.

Looking at the summary, we have an overall increase of our gross expenses of \$838,000 approximately, which is about 4.6%. It's a 2.7% increase, by enrollee, to \$11,516. WE propose a premium increase of 2% to non-smokers, and 10% to the overall HRA rate. There is no increase for dental. Retirees, CPI rate is up 2%, for an increase of \$5.17 per month. Basically, there were not a lot of changes this year. Last year's healthcare budget worked well. We are about \$250,000 - \$500,000 under budget this year.

Councilmember Wagner noted that there was a big difference, about \$700,000 delta, in the first line on the summary page, and asked for the specifics. Ms. Deames said that was our claims number, what we pay in medical and dental claims. We are self-insured, so we pay all the claims; every time you add up the doctor visits, the hospital visits, so that is a projected 5% increase. The medical trend is about 9% nationally, so we're below the medical trend. Mayor Riley said since we're self-insured, the worst thing we can do is irresponsibly underestimate our potential loss.

Councilmember Moody asked the actual claims for 2013 - 2014. Ms. Deames said in 2013 we came in about \$2 million under budget; around \$13.2 million. We will probably come in with around \$15 million. Mayor Riley said that a few years back we went way over. We had a lot of claims. So we learned the hard way not to underestimate. Councilmember Moody asked if we should make a reserve in the budget to cover any overages. This (claims) could potentially be a big number, and if you tried to fund it in one year, it could be very hard. Ms. Deames said that high-dollar claims are difficult to predict. In 2011, we had seven claims that hit our specific Stop Loss, which is over \$3 million. In 2013, we only had one Stop Loss claim, which is probably why we are so under budget. We have a specific Stop Loss of \$225,000 per, so if any one person has a claim over that amount, our Stop Loss kicks in to help cover it. We get a report weekly that keeps tabs on claims over \$30,000, which helps us see when we're getting close to Stop Loss, but you can't predict catastrophic health events. We have Stop Loss, plus an aggregate. The aggregate for next year will be \$18.3 million, which, once we hit that, the Stop Loss will kick in. There have only been a few years since she's been here, that have gone over budget. The City has, in good years, given back some of the under-budget amount, in December, to those employees who are insured through the City, so that they can benefit from making healthy choices, and helping keep the City budget down.

Councilmember Riegel said he'd worked with this before, and noted that all you needed was a few catastrophics and the budget looked bad. He believed that we were doing a good job with this. Councilmember Moody asked if catastrophics were built in, because it could hurt the employees. Ms. Deames said employees who use the plan will pay up to their medical maximum. Only a 2% increase is proposed for non-smokers, so the maximum anybody will pay more per family is \$2.65 per pay period. The non-smoker rate per family is \$132.50 per pay period; with the increase, it's \$135.15. Costs and percentages are estimated because every year employees can change tiers and go off and on the plan. CM Moody said healthcare cost has to be controlled for employees and taxpayers; must be sure employees are paying their share. Councilmember Riegel said part of the employee package was good benefits. We must take into consideration that we could lose good employees if we mess around too much with the benefits. Ms. Cross said that was why the City changed years ago from copayments to co-insurance with the medical.

A motion to approve the changes per the Affordable Care Act for 2015, the HCC Stop Loss Contract, the BlueCross-BlueShield renewal and plan design changes was made and seconded. The vote was unanimous.

Chair called for Old Business and there was none. He then called for Other Business.

Councilmember Moody asked if there was any way he could get the information for the meeting before the meeting. He said when the meeting was set, that should be part of the planning process. He would like to get it with his agenda packet. Chair White said he would take responsibility for that because they met late and there were a few tweaks that need to be made. Ms. Cross and Ms. Deames apologized and said they would take care of it for the next meeting.

Councilmember Riegel said one thing he would really like to look at for the next meeting is to increase the City Councilmembers' and the Mayor's salaries; maybe \$18,000. Other cities are already doing or looking at it. Whether or not we go for it, this is something that we need to look at. Mayor Riley said this was planned for next year; come to City Council, choose a committee at the beginning of the year. Councilmember Moody said the first time they looked at it, they just looked at salary, which is not a fair

assessment. He would encourage the committee to look at all benefits, too, and travel budget. Mayor Riley said it wouldn't impact this year's or even next year's budget, but the following year's budget.

There being no further business before this Committee the meeting was adjourned at 4:30pm.

Note: Copies of handouts from this meeting are on file.

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement ("Amendment") amends the Administrative Services Agreement ("Agreement"), effective January 1, 2013 entered into between City of Charleston ("Purchaser") and Blue Cross and Blue Shield of South Carolina ("BCBSSC"). This Amendment is effective January 1, 2017.

WHEREAS, Purchaser and BCBSSC have entered into the Agreement (as amended from time to time) whereby BCBSSC provides certain Services for Purchaser; and

WHEREAS, Purchaser and BCBSSC desire to enter into this Amendment to the Agreement.

NOW, THEREFORE, Purchaser and BCBSSC hereby agree that the Agreement is hereby amended:

by deleting Schedule A in its entirety and replacing it with the attached Schedule A, "Effective Date: (Contract Year) of this Schedule A: January 1, 2017 through December 31, 2017"; and

by deleting Exhibit B in its entirety and replacing it with the attached Exhibit B Stop Loss Addendum, EXCEPT as otherwise set further herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, BCBSSC and Purchaser have caused their names to be signed hereto by their respective officers.

**BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA**

An Independent Licensee of the Blue Cross
and Blue Shield Association

By: 

Title: Vice President – Major Group Sales
Blue Cross and Blue Shield Division

PURCHASER

By: _____

Witness _____

Its: _____

Date _____

(Signature and Title)

**Blue Cross and Blue Shield of South Carolina
Schedule A**

Purchaser Name: City of Charleston

Purchaser Base Number (s): 03-57596

Effective Date: (Contract Year) of this Schedule A: January 1, 2017 through December 31, 2017

Administrative Charges:	\$32.70 per Employee per month (PEPM) (Excludes sub: groups 28 & 29) (January 1, 2016 through December 31, 2018)			
	\$2.45 per Employee per month (PEPM) (Dental) (January 1, 2013 through December 31, 2017)			
	\$0.50 per Employee per month (PEPM) (Dental Commission) (January 1, 2013 through December 31, 2017)			
Inter-Plan Arrangements Fees:				
BlueCard Program Fees:				
Access Fees: (*)	Up to 4.51% of network savings, but not to exceed \$2,000.00 per claim. Note: Access Fees will apply when Members receive services outside of the service area in which they reside. (The access fee percentage will be up to the currently allowable BlueCard Program rate based on account size. Rates are subject to annual revision.)			
Administrative Expense Allowances (AEAs):	Up to \$5.00 per claim professional and \$11.00 per claim institutional. (This fee may include Non-Participating Provider Claim fees and BlueCard Worldwide AEA fees.)			
Other BlueCard Program Fee: (*)				
Other Fees:				
Claim Amount Account Funding Method:	By the deadline set forth in Article V of this Agreement.			
Late Charge:	1% per month or such other maximum amount allowed by law			
Retention Services Fee:	7.5% of the claims processed by BCBSSC			
Health Reimbursement Account (HRA)/Health Incentive Account (HIA):	\$3.50 per Employee per month (PEPM) (Applies to subgroups: 06-09, 25, 27, 30-33) (January 1, 2013 through December 31, 2017)			
Flexible Spending Account:	\$5.50 per Participant per month (PPPM)			
Enhanced Recovery Fee:	30% of all recoveries			
Group Litigation Fee:	30% of all recoveries			
Subrogation Fees:	30% of all recoveries			
Blue Distinction Centers for Transplants (BDCT) Fee:	\$4,200 will apply for each instance (The BDCT fee is established by the Association and subject to change)			
Specific Stop Loss Charges: (Excludes sub: groups 28 & 29)	Single \$21.09	Family \$63.15	Emp/Ch \$63.15	Emp/Sp \$63.15
Specific Stop Loss Deductible:	Specific Stop Loss Contract Basis: (Includes Medical and Drug coverages): Paid \$225,000			
(Excludes sub: groups 28 & 29)	Specific Stop Loss Individual Unlimited Annual Maximum			
Aggregate Premium:	\$54,000			
Contract Basis:	Paid			
Coverage Includes:	Medical and Drug			
Minimum Annual Attachment Point:	\$17,030,667			
Attachment Point:	\$17,927,018			
	Enrollment:			
	Single	Family	Emp/Ch	Emp/Sp
HRA Plan Option:	736	365	162	192
PPO Plan Option:	82	8	8	20
HDHP Plan Option:	0	0	0	0
	Monthly Attachment Factors:			
	Single	Family	Emp/Ch	Emp/Sp
HRA Plan Option:	\$550.22	\$1,370.06	\$1,370.06	\$1,370.06
PPO Plan Option:	\$605.24	\$1,507.07	\$1,507.07	\$1,507.07
HDHP Plan Option:	\$503.45	\$1,253.60	\$1,253.60	\$1,253.60

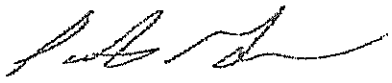
City of Charleston
Version 01012016

Blue Cross and Blue Shield of South Carolina
Schedule A

	*** If the average enrollment varies during the contract year, the Aggregate Stop Loss will be adjusted upward or downward at contract year-end.
Health Care Services Product Fees:	
Engagement Suite Standard Programs: <i>(Excludes sub: groups 28 & 29)</i>	\$4.40 per Employee per month (PEPM) (January 1, 2016 through December 31, 2017) Suite Includes: Health Coaching - Chronic Condition and Lifestyle, Essential Advocate, Rally- Wellness Engagement and Proactive Member Messaging
Complex Care Management: <i>(Excludes sub: groups 28 & 29)</i>	Initial Fee \$750 per Participant, then monthly case rates
Radiology Management: <i>(Excludes sub: groups 28 & 29)</i>	\$0.62 per Employee per month (PEPM)

IN WITNESS WHEREOF, BCBSSC and Purchaser have caused their names to be signed hereto by their respective officers.

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA
An Independent Licensee of the Blue Cross and Blue Shield Association

By: 
Title: President
Blue Cross and Blue Shield Division

By: 
Title: Vice President - Major Group Sales
Blue Cross and Blue Shield Division

PURCHASER
City of Charleston

By: _____
Its: _____

(Signature and Title)

Witness _____

Date _____

Exhibit B

Stop-Loss Insurance Addendum

If Purchaser has purchased Stop-Loss Insurance from BCBSSC (or a BCBSSC affiliate), then the terms of this Stop-Loss Insurance Addendum ("Addendum") shall control. The terms of this Addendum are supplemental to the terms of the Administrative Services Agreement ("Agreement") to which this Addendum is attached. This Addendum is effective the 1st day of January, 2017.

1.01 Specific Stop-Loss Insurance.

- (a) In the event that the Claims Amounts properly paid under the Plan of Benefits by BCBSSC on behalf of the Purchaser in regards to any one covered Member during a Contract Year exceeds the Specific Stop-Loss Deductible set forth on Schedule A (plus any additional Aggregating Specific Deductible, as set forth on Schedule A), during such Contract Year, then BCBSSC shall pay the amounts in excess of the Specific Stop-Loss Deductible for such Member during such Contract Year. Any amounts in excess of the group Specific Stop-Loss Deductible will not be used in determining the total amount payable under the Aggregate Stop-Loss provision.
- (b) Specific Stop-Loss Insurance will only be paid for Claims Amounts incurred and paid as follows: This Stop-Loss Insurance applies to Claims Amounts paid under the Plan of Benefits during a Contract Year that is covered by this Addendum by BCBSSC as the claims administrator.
- (c) BCBSSC reserves the right to compute new Specific Stop-Loss Insurance fees, if during a Contract Year, there is a ten percent (10%) change in enrollment demographics, including but not limited to the number, age and sex characteristics, or geographic location of enrollees.
- (d) BCBSSC will pay, subject to the terms, conditions and limitations of this Agreement, the Specific Stop-Loss Insurance reimbursement due, if any, to the Purchaser within a reasonable time after receipt of the proof of loss and investigation thereof.

1.02 Aggregate Stop-Loss Insurance.

- (a) In the event that the Claims Amounts properly paid under the Plan of Benefits during a Contract Year by BCBSSC on behalf of the Purchaser in regard to all Members exceeds \$17,927,018 (the "Aggregate Stop-Loss Attachment Point") for such Contract Year, BCBSSC shall pay the amounts in excess of the Aggregate Stop-Loss Attachment Point for Claims Amounts paid during such Contract Year, subject to an aggregate maximum liability of \$1,000,000.
- (b) Aggregate Stop-Loss Insurance: This insurance applies to Claims Amounts paid under the Plan of Benefits during a Contract Year that is covered by this Addendum by BCBSSC as the claims administrator.
- (c) The Aggregate Stop-Loss attachment point is based on 736 Single enrollments, 365 Family enrollments, 162 Employee/Child(ren) enrollments and 192 Employee/Spouse enrollments for the HRA Plan Option, 82 Single enrollments, 8 Family enrollments, 8 Employee/Child(ren) enrollments and 20 Employee/Spouse enrollments for the PPO Plan Option and 0 Single enrollments, 0 Family enrollments, 0 Employee/Child(ren) enrollments and 0 Employee/Spouse enrollments for the HDHP Plan Option, under the Plan of Benefits.
- (d) If the average enrollment during the Contract Year varies, the Aggregate Stop-Loss Attachment Point will be adjusted during such Contract Year up or down, as the case may be, by \$550.22 per Single enrollment multiplied by the actual Single enrollment during the Contract Year, by \$1,370.06 per Family enrollment multiplied by the actual Family enrollment during the Contract Year, by \$1,370.06 per Employee/Child(ren) enrollment multiplied by the actual Employee/Child(ren) enrollment during the Contract Year, and \$1,370.06 per Employee/Spouse enrollment multiplied by the actual Employee/Spouse enrollment for the HRA Plan Option, by \$605.24 per Single enrollment multiplied by the actual Single enrollment during the Contract Year, by \$1,507.07 per Family enrollment multiplied by the actual Family enrollment during the Contract Year, by \$1,507.07 per Employee/Child(ren) enrollment multiplied by the actual Employee/Child(ren) enrollment during the Contract Year, and \$1,507.07 per Employee/Spouse enrollment multiplied by the actual Employee/Spouse enrollment for the HRA Plan Option and by \$503.45 per Single enrollment multiplied by the actual Single enrollment during the Contract Year, by \$1,253.60 per Family enrollment multiplied by the actual Family enrollment during the Contract Year, by \$1,253.60 per Employee/Child(ren) enrollment multiplied by the actual Employee/Child(ren) enrollment during the Contract Year, and \$1,253.60 per Employee/Spouse enrollment multiplied by the actual Employee/Spouse enrollment for the HDHP Plan Option,

during the Contract Year, subject to a minimum annual Aggregate Stop-Loss Attachment Point of \$17,030,667.

- (e) BCBSSC shall reimburse the Purchaser for any amounts due under the Aggregate Stop-Loss Insurance within a reasonable period following the end of the applicable Contract Year. BCBSSC shall provide the Purchaser with a monthly status report of any audit related to such aggregate stop-loss occurrence.
- (f) Notwithstanding paragraph (e), BCBSSC reserves the right to compute and apply new Monthly Attachment Factors, if during a Contract Year, there is a ten percent (10%) or more change in enrollment demographics, including but not limited to the number, age and sex characteristics, or geographic location of enrollees.

2.01 General.

- (a) The maximum amount payable for any single individual under this Stop Loss Insurance Addendum is the Maximum Stop Loss Reimbursement Amount. The Maximum Stop Loss Reimbursement Amount is the amount determined by subtracting the Specific Stop Loss Deductible and the Aggregating Specific Deductible from the Stop Loss Individual Lifetime Maximum. See Schedule A to the Agreement for each specific amount.
- (b) For purposes of this Addendum a claim is "incurred" on the date the service or supply, giving rise to such claim, is rendered or furnished. The Claims Amount is "paid" on the date BCBSSC mails the payment check.
- (c) "Contract Year" means:
 - i. the twelve (12) month period following the Effective Date; and
 - ii. each additional twelve month period following a renewal of this Agreement; provided that each subsequent twelve (12) month period is a separate Contract Year. (For example an agreement with an Effective Date of 01/01/2004 has an initial Contract Year that expires on 12/31/2004. Upon renewal on 01/01/2005, a new Contract Year begins that lasts until 12/31/2005. A Contract Year may not contain more than twelve (12) months.)

The Contract Year is set forth on Schedule A.

- (a) All capitalized terms not defined in this Addendum have the meaning ascribed to such terms in the Agreement.
- (b) BCBSSC's liability for reimbursement is contingent upon the Purchaser's Members' claims being incurred and paid during the policy period pursuant to the terms of the Agreement and is further contingent on Purchaser's payment of all Stop-Loss Insurance charges, premiums or fees.
- (c) BCBSSC is not obligated under this Addendum to reimburse the Purchaser for incurred or paid claims covered by amendments to the Plan of Benefits that are incurred or paid prior to approval in writing by BCBSSC of such amendments.
- (d) If this Addendum is terminated prior to its anniversary date, the date of termination of this Addendum shall be the end of the Contract Year for purposes of this Addendum. BCBSSC will not prorate the Specific Deductible(s) and/or Aggregate Stop-Loss Attachment Point(s), and the Purchaser will have immediate and full liability for all expenses and claims.
- (e) Fees for Stop-Loss Insurance are set forth on Schedule A.

**City of Charleston
2017 Budget Year**

Recommended Plan Design Changes:

	cost (savings)
Add skin cancer screening to the Well Check program	6,250
Increase dental cap from \$1500 to \$2000	15,000
Increase weight loss program from \$500 to \$1500 (lifetime limit)	10,000
Add the tele-medicine benefit	-
Add a HRA for retirees (assumes 65% move to HRA)	1,000
Add Well Check program for retirees	6,000
	<u>38,250</u>
<u>Included in budgeted healthcare numbers</u>	
Add a Health Savings Acct. Plan for employees (assume 115 ee)	(146,062)
No HRA contribution for the HSA enrollees	(108,000)
	<u>(254,062)</u>
	<u>(215,812)</u>
Net Savings	

Premiums savings for retirees

57,502

2017 Fees Due for the Affordable Healthcare Act :

Affordable Healthcare Act Reinsurance fee for 2017	\$ -
Affordable Healthcare Act PCORI fee (due July 31, 2017)	\$ 7,053
Affordable Healthcare Act reporting costs	\$ 7,500

City of Charleston
Administrative Fee

	2016	2017
Admin Fee	32.70	32.70
Dental Fee	2.45	2.45
My Health Essentials Suite	4.40	4.40
HRA	4.00	3.50
Radiology Mgmt	0.62	0.62
FSA (included in a separate line)	5.00	5.50
HSA fee		2.25
HR in touch	2.00	1.90
Third Party Administrative cost	904,572	875,558
Specific Stop Loss		
845 Single	19.35	21.09
765 Family	57.94	63.15
1610	747,336	793,570
Aggregate	52,700	54,000
Total Stop Loss cost	800,036	847,570
Total Administrative cost	1,704,609	1,723,128
Attachment point	17,885,723	18,274,931
Expected Claims liability	14,904,770	15,229,109

City of Charleston
Healthcare Budget

Enrollment	2016 Budget 1641	2017 Budget 1610	NOTES:
Medical and dental costs	15,010,390	15,668,345	
Fully Insured vision plan	135,293	127,536	
Plan design changes	197,000	38,250	See recommended changes
Administration costs	1,704,609	1,723,128	
HRA contribution	1,130,000	1,257,250	
Flexible Spending Administration	24,000	26,400	
COBRA and Retiree Administration	25,000	18,000	
Wellness Program	53,000	53,000	
Fitbits	25,063	28,750	
BCBS Wellness credit	(25,000)		
Exercise Program	1,000		
Diabetes Program	(158,000)	4,800	
Flu Shots	9,450	(158,000)	
Other Wellness Programs	12,100	8,000	
Well Check program	88,750	11,400	
Weight Loss Program	4,000	102,375	
Firefighters Mental Health coverage	36,000	7,500	
Affordable Healthcare reporting	10,675	36,000	
Affordable Healthcare Act Reinsurance fee (due 1/15/XX)	89,235	7,500	
Affordable Healthcare Act PCORI fee (due 7/31/XX)	6,847	7,053	
	<u>18,379,411</u>	<u>18,967,286</u>	
Cost per enrollee	11,200	11,781	
		5.2%	
Estimated Contributions			
Employees	3,306,402	3,124,567	See summary for 2017 premiums
Retirees	618,156	615,401	Retiree premiums includes 3.5% increase to city's contribution
Museum	237,506	291,238	100% of costs plus 50% of HRA
Cobra	14,740	62,106	102% of costs
	<u>4,176,804</u>	<u>(57,502)</u>	
	23%	4,035,809	Saving to retirees moving to HRA plan
		21%	
Net Budgeted Cost	<u>14,202,608</u>	<u>14,931,477</u>	

\$ 728,870

Change

587,876

City of Charleston, SC
Employee Bi-weekly Rates

	2016 Rate	Increase	2017 Rate	Annual Contribution
Medical Premiums				
<u>Health Savings Acct.</u>				
Employee		na	18.91	491.78
Employee + Spouse		na	103.90	2,701.52
Employee + Children		na	72.98	1,897.51
Family		na	130.03	3,380.75
<u>Health Savings Acct. with a non-smoker discount</u>				
Employee		na	13.24	344.24
Employee + Spouse		na	72.73	1,891.07
Employee + Children		na	51.09	1,328.26
Family		na	91.02	2,366.53
HRA Rates				
Employee	36.80		36.80	956.88
Employee + Spouse	152.27		152.27	3,958.96
Employee + Children	115.45		115.45	3,001.80
Family	183.37		183.37	4,767.56
<u>HRA Rates with a non-smoker discount</u>				
Employee	25.24		25.24	656.30
Employee + Spouse	109.63		109.63	2,850.34
Employee + Children	81.97		81.97	2,131.15
Family	132.45		132.45	3,443.62
Vision Premiums				
Employee	0.82		0.82	21.32
Employee + Spouse	1.54		1.54	40.04
Employee + Children	1.64		1.64	42.64
Family	2.40		2.40	62.40
Dental Premiums				
Employee	3.47		3.47	90.22
Employee + Spouse	15.02		15.02	390.52
Employee + Children	11.13		11.13	289.38
Family	18.22		18.22	473.72

2017 Retiree Base Monthly Rates

	PPO	HRA	Dental	Vision
Employee	\$ 231.24	\$ 180.46	\$ 29.65	\$ 4.08
Employee + Spouse	\$ 588.55	\$ 331.89	\$ 55.51	\$ 7.75
Employee + Children	\$ 574.27	\$ 555.79	\$ 61.95	\$ 8.15
Family	\$ 865.54	\$ 900.47	\$ 85.88	\$ 11.98

HSA / HRA Comparison:

- Results from the recent benefits survey showed that 22.8% of participants were in favor of having a Health Savings Account (HSA) as a viable option for 2016 to help keep insurance costs down.
- HSA features a higher annual deductible than the current HRA plan, but allows employees to continue to participate in the wellness incentive program and receive quarterly deposits. Preventative screenings would still be covered at 100% based on the PPACA including annual physicals, mammograms, and prostate screenings. Colonoscopies will have an age restriction with the HSA plan and dermatological screenings will not be covered at 100% compared to the HRA plan.
- This plan is a great option for employees who tend to have lower healthcare costs throughout the year. We expect most of the employees who elect this option to be in the Employee Only coverage tier. Those with Employee Only coverage can contribute up to \$3,400 and Family tiers can contribute up to \$6,750.
- According to a large employer survey from Benefitfocus, 52% of large employers are offering Traditional and High Deductible Health Plans (such as an HSA or HRA) to their employees.
- Current HRA plan offers an annual contribution towards the annual deductible; approximately half of the deductible: Employee only - \$600, Family - \$1,250. This plan is built to lower the burden on employees needing to reach their deductible. The plan offers co-pays for prescription medicines, where the HSA plan does not.
- Example of premium differences: (Non-tobacco user) EE Only HRA: \$656.24 annual premium, EE Only HSA \$344.24. Represents \$312 difference. EE could contribute the \$312 to their HSA. Employees who previously had an FSA can contribute those funds to their HSA instead. The same qualified expenses would apply.

Other updates:

- Retirees will have the option to change from the current traditional PPO plan to the HRA plan, allowing them to receive the wellness incentive deposits. Employees who retire from the City have expressed concern over the difference from active employee insurance premiums to the higher retiree premium; the HRA plan would provide a lower premium option.
- A new benefit to our employees, at no cost to us, is the Tele-medicine benefit. This new option for 2017 will give employees the option to have a "virtual doctor's visit" using their mobile/tablet device. It will cost \$59 and can be paid for using HRA, HSA, or FSA funds. This will be an excellent time saving feature.

Trends:

- Blue Cross Blue Shield of SC is projecting a 10.75% increase for their book of business.
- The City has currently projected a 5.2% increase in cost per enrollee for 2017. This increase however, reflects additional monies being deposited into wellness accounts for services such as dental screenings, annual physicals, annual dermatological screenings, etc. We are increasing the dental out of pocket maximum from \$1,500 to \$2,000, and will be increasing the weight loss incentive from \$500/ lifetime benefit to \$1,500. We continue to offer an extremely rich benefits package to our employees, which provide the lowest cost options for premium rates.

HSA Plan

Benefits	In-Network
Deductible (Aggregate*)	\$2,000 Individual / \$4,000 Family
Co-Insurance	\$2,500 Individual / \$5,000 Family
Shown as percentages below	
Maximum Out of Pocket	\$4,500 Individual / \$9,000 Family
(includes deductible and coinsurance)	Includes deductible and co-insurance
Physician Services	Deductible, 80%
Wellness Benefits – based on the Health Care Reform Guidelines refer to www.healthcare.gov	100%
Mammograms	100%
Pap Smear/Prostate Screening	100%
Colonoscopy - Routine (age 50+, every 10 years)	100%
Colonoscopy/Sigmoidoscopy-Diagnostic	Deductible, 80%
Inpatient Facility Charges	Deductible, 80%
Skilled Nursing Facility Charges (60 days per year)	Deductible, 80%
Outpatient Facility Charges	Deductible, 80%
Chiropractic Benefits (\$1,000 Annual Maximum)	Deductible, 80%
Impacted Tooth Removal	Deductible, 80%
TMJ	Deductible, 80%
Other Services	
Home Health	
Hospice	
Speech Therapy (20 visits)	Deductible, 80%
Physical / Occupational Therapy (30 combined visits)	
Ambulance	Deductible, 80%
Emergency Room Facility Charges *	Deductible, 80%
Emergency Room Professional Charges *	Deductible, 80%
* Out-of-Network True Emergency Facility and Professional charges are subject to in-network coinsurance and/or co-pay and Out-of-Network Benefit Year Deductible and Out-of-pocket.	

Inpatient Facility Charges	Deductible, 80%
Inpatient Professional Charges	Deductible, 80%
Outpatient Facility Charges	Deductible, 80%
Outpatient Professional Charges	Deductible, 80%
Emergency Room Facility Charges	Deductible, 80%
Emergency Room Professional Charges	Deductible, 80%
Physician Services in the Office	Deductible, 80%

HRA Plan

Benefits	In-Network
Deductible	\$1,100 Individual / \$2,200 Family
Health Reimbursement Account	\$600 Individual / \$1,250 Family
Co-Insurance	\$2,500 Individual / \$4,500 Family
Shown as percentages below	
Maximum Out of Pocket	\$5,000 Individual / \$8,500 Family
(includes deductible, copays & coinsurance)	Includes deductible, copays and co-insurance
Physician Services	Deductible, 80%
Wellness Benefits – based on the Health Care Reform Guidelines refer to www.healthcare.gov	100%
Mammograms	100%
Pap Smear/Prostate Screening	100%
Diagnostic Colonoscopies (No age restriction) and Sigmoidoscopies	1 st at 100%, Then Deductible, 80%
Inpatient Facility Charges	\$250 Copay, Deductible, 80%
Skilled Nursing Facility Charges (60 days per year)	\$250 Copay, Deductible, 80%
Outpatient Facility Charges	Deductible, 80%
Chiropractic Benefits (\$1,000 Annual Maximum)	Deductible, 80%
Impacted Tooth Removal	Deductible, 80%
TMJ	Deductible, 80%
Other Services	
Home Health	
Hospice	
Speech Therapy (20 visits)	Deductible, 80%
Physical / Occupational Therapy (30 combined visits)	
Ambulance	Deductible, 80%
Emergency Room Facility Charges *	\$250 Copay, Deductible, 80%
Emergency Room Professional Charges *	Deductible, 80%
* Out-of-Network True Emergency Facility and Professional charges are subject to in-network coinsurance and/or co-pay and Out-of-Network Benefit Year Deductible and Out-of-pocket.	

Inpatient Facility Charges	\$250 Copay, Deductible, 80%
Inpatient Professional Charges	Deductible, 80%
Outpatient Facility Charges	Deductible, 80%
Outpatient Professional Charges	Deductible, 80%
Emergency Room Facility Charges	\$250 Copay, Deductible, 80%
Emergency Room Professional Charges	Deductible, 80%
Physician Services in the Office	Deductible, 80%

Prescriptions	
Prescription Integrated Pharmacy Benefits BlueRx Express Up to a 90 day supply can be obtained from Retail pharmacies and Mail Order pharmacies. Includes diabetic supplies and oral contraceptives	Deductible, 80%
Specialty Drug 1-800-237-2767 for inquiries regarding this benefit	Caremark Specialty Pharmacy Only Deductible, 80%
Annual/Lifetime Maximum	Unlimited

Retail Pharmacy (31 Day Supply) Generic Drug Preferred Drug Non-Preferred Drug	\$5 Co-Pay \$35 Co-Pay \$55 Co-Pay
Mail Order Pharmacy (90 Day Supply) Generic Drug Preferred Drug Non-Preferred Drug Specialty Drugs	\$10 Co-Pay \$70 Co-Pay \$110 Co-Pay Accredo Specialty Pharmacy Only \$100 Co-Pay per 31 day supply
1-877-512-5981 for inquiries regarding this benefit	



Date: 9/14/2016
To: Christopher Payne | H&B Consultant
 Aon Risk Solutions
 40 West Broad Street, Suite 210, Greenville, SC 29601

Subject: City of Charleston - 01-2017 Renewal

Based on our analysis of the group's demographics, current plans and rates, we have determined that the coverages for City of Charleston require the following changes to the inforce rates:

- No Change: Vol Life, STD, AD&D
- Decrease: Basic Life, LTD

The rate adjustment is guaranteed per the grid below effective 1/1/2017. The review for this account is based on the relationship of the blended experience and manual rate to the group's current rate. Please review below for further details on rate development.

Product, Policy Number	Inforce Rate	Renewal Rate	Coverage Basis	Volume	Inforce Premium	Renewal Premium	Annual Premium Change	% Change	Rate Guarantee
Basic Life FLX0965566	\$0.088	\$0.083	Per \$1,000 Face	71,902,350	\$75,928	\$71,615	-\$4,313	-6%	24 Months
Vol Life FLX0965566	\$0.313	\$0.313	Per \$1,000 Face	92,451,332	\$347,227	\$347,228	\$0	0%	24 Months
LTD LK 0963857	\$0.151	\$0.143	Per \$100 Monthly Covered Payroll	73,415,517	\$110,857	\$104,984	-\$5,873	-5%	24 Months
STD VDT0961460	\$0.575	\$0.575	Per \$10 WI	250,524	\$172,861	\$172,861	\$0	0%	24 Months
Basic AD&D OK 0967145	\$0.035	\$0.035	Per \$1,000 Face	71,902,350	\$30,199	\$30,199	\$0	0%	24 Months
Vol AD&D OK 0967145	\$0.04	\$0.04	Per \$1,000 Face	92,451,332	\$44,377	\$44,377	\$0	0%	24 Months

* Rates shown in the table above represent the composite rates. For full rate details on products with age-banded or class level rates, please see appendix I of this memo or reference the policy.

* Vol Life rates, volume, and premium shown in the table above represent composite employee and spouse values.

Note: as part of renewal Cigna has agreed to the following:

We have agreed to offer a full open enrollment on the STD plan. Late entrants can come on to the plan with no EOI for this Fall 2016 enrollment only. Note: the pre-existing condition provision will still apply.

Voluntary life: Cigna has agreed to a limited open enrollment. Specifically, we will allow Late entrants (those with zero coverage) to come on to the plan at 1x earnings up to the Guarantee Issue (not to exceed \$250k). No EOI will be needed for this election during this Fall 2016 enrollment only. This is for employees only.

The following still exists for EEs as well:

Re-Enrollment: All participating employees can increase coverage by 1 times Annual Compensation so long as the total

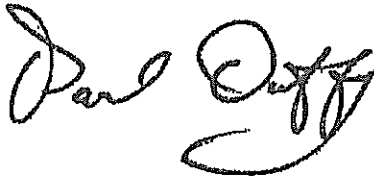
coverage does not exceed the Guaranteed Issue amount (3 times annual compensation to \$250,000). Evidence of Insurability is required for increases greater than 1 times annual compensation and amounts in excess of the Guaranteed Issue amount (3 times annual compensation to \$250,000)

Enrollment dates are October 3 – October 31, 2016

Cigna reserves the right to change premium rates if any of the following occurs:

- The policy terms change
- A division, subsidiary, eligible company, or class is added/deleted
- If there is a change of more than 10% in the number of insured employees since the date of the last census provided as pricing is based on the most recent census file
- If all products do not renew with Cigna; Rates were developed on a packaged basis

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Duffy". The signature is fluid and cursive, with the first name "Paul" and last name "Duffy" clearly distinguishable.

Paul Duffy
Senior Client Manager

Appendix I: Age-Banded and Class Level Rates

LONG TERM DISABILITY RATE SUMMARY

Coverage	Monthly Covered Payroll	Monthly Rate per \$100 of Monthly Covered Payroll	Monthly Premium
LTD	5,482,972	\$0.143	\$7,841

Rates are guaranteed for 2 years

Rates are only valid if the product is sold as part of this package

SHORT TERM DISABILITY RATE SUMMARY

Coverage	Weekly Gross Benefit	Monthly Rate per \$100 of Weekly Gross Benefit	Monthly Premium
STB	250,524	\$0.575	\$14,405

Rates are guaranteed for 2 years

Rates are only valid if the product is sold as part of this package

BASIC TERM LIFE RATE SUMMARY

Coverage	Estimated Volume	Rate	Estimated Monthly Cost
Basic Employee Life Class 1 - 9	\$71,902,350	\$0.083 per \$1,000	\$5,967
Basic Dependent Life Adult Family		\$2.250 per family	

VOLUNTARY TERM LIFE RATE SUMMARY

Coverage	Premium Rate
Voluntary Term Life Employee	See Step Rates Table below

VOLUNTARY TERM INSURANCE STEP RATES FOR EMPLOYEE

Age	Employee Rate per \$1,000
<20	\$0.051
20-24	\$0.051
25-29	\$0.051

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30-34	\$0.068
35-39	\$0.093
40-44	\$0.170
45-49	\$0.297
50-54	\$0.620
55-59	\$0.918
60-64	\$1.011
65-69	\$1.122
70-74	\$3.094
75-79	\$3.094
80-84	\$3.094
85-89	\$3.094
90-94	\$3.094
95-99	\$3.094